

Board Office Use: Legislative File Info.	
File ID Number	16-2145
Introduction Date	9/28/16
Enactment Number	16-1548
Enactment Date	9/28/16 <i>OA</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Michael Gaal, Chief of Staff
Marion McWilliams, General Counsel
Jacqueline Minor, Legal Advisor

Board Meeting Date September 28, 2016

Subject **Change of Venue of Board of Education Meetings to City Hall**

Action Requested **Approval by the Board of Education of the Agreement for the Use of City Hall Facilities for Board of Education Meetings**

Background and Discussion

The District approached the City, through the Office of the Mayor, with a request to use certain facilities in City Hall for regular Board meetings. The City Council, by enacting an Ordinance to waive the facility use fees of approximately \$66,000, and authorizing the City Administrator to enter into an Agreement with the District for the use of City Hall for our Board meetings, has approved the use of City Hall by our Board for its regular meetings for the remainder of the 2016-17 fiscal years. Under the arrangement, if approved by the Board, the first Board meeting at City Hall will be the November 9, 2016 meeting.

In recommending approval of the Agreement, City Staff noted that "it is in the best interest of the City and the District to increase the level of cooperation and coordination to benefit the general public by maximizing the use of available resources."

The following meeting rooms at City Hall and Parking are being made available to the District:

Meeting Rooms Available for Use During Board Meetings

Council Chamber. The Council Chamber will be available for use by the District for its regularly scheduled Board meetings on the second and fourth Wednesday of each month, except holidays, beginning at 12 noon and ending no later than midnight.

Building Bridges Room. The Building Bridges Room shall be available for use by the District on Meeting Days after 5:00 pm. [Room will be used for Staff]

Mayor's Caucus Room. The Mayor's Caucus Room will be used by the District as a production space for KDOL operations on Meeting Days after 3:30 pm.

Hearing Room 2. Will be used for **overflow**.

Hearing Room 3. Will be used for **childcare**

Hearing Room 4. Hearing Room 4 will be available for closed session meeting room on Meeting Days after 4 pm. Note – this room is not available until 4 PM.

Press Room. The Press Room shall be available for use by the District as storage space for KDOL equipment.

Parking. The 3 lots that are available are Clay Street Garage, Dalziel Garage or City Center West Garage for parking use during Meeting Days. After the District purchases the terminals for tracking, the cost is \$3 per vehicle.

Costs: 1) As noted above, the City is waiving facility costs of \$66,000 (over the course of a year). 2) The District will pay certain City personnel costs associated with the use of City Hall for the City's custodians, operations engineer and security. 3) The District will pay \$3 per vehicle for parking. (The District will have to validate for those who attend Board meetings). 4) The Senior Business Officer estimates the costs of the change of Board meetings to City Hall for the remainder of 16-17 to be \$42,378. Due to the additional KDOL staffing responsibilities at City Hall (including the set up and break down of equipment for each meeting), Staff is recommending that KDOL's FTE be increased by one. The additional staff cost for KDOL is \$75,000. The full FTE is not attributable to the change of venue to City Hall. However, we have included the costs to advise the Board. Therefore, including the full FTE for KDOL, the total costs of the change in venue to City Hall is approximately \$117,000.

Recommendation

Approval by the Board of Education of the Agreement for the Use of City Hall Facilities for Board of Education Meetings

Fiscal Impact

Funding resource: GP – approximately \$117,000, including on additional FTE for KDOL for 2016-17

Attachment

Agreement for the Use of City Hall Facilities for Board of Education Meetings



OAKLAND CITY COUNCIL

City Attorney

2016 JUL 29 PM 4:52

RESOLUTION No. 86323 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER
INTO AN AGREEMENT WITH THE OAKLAND UNIFIED SCHOOL
DISTRICT FOR USE OF CITY HALL FACILITIES FOR PURPOSES OF
CONDUCTING TWICE-MONTHLY BOARD MEETINGS FOR A ONE
YEAR PERIOD

WHEREAS, the City owns the City Hall building located at 1 Frank Ogawa Plaza in the City of Oakland ("City Hall"); and

WHEREAS, the Oakland Unified School District ("District") desires to use certain facilities in City Hall for the purposes of conducting twice-monthly meetings, on the second and fourth Wednesdays of each month, of the District's Board of Education ("Board Meetings"); and

WHEREAS, the District's use of City Hall facilities will include the City Council Chamber, Mayor's Caucus Room, Building Bridges Room, Hearing Room 3, Hearing Room 2, and a storage room; and

WHEREAS, both the City and the District believe that it is in the public interest for the District to be able to conduct the Board Meetings at City Hall; and

WHEREAS, the Oakland City Charter section 504(l) requires that the City Council authorize all intergovernmental agreements; and

WHEREAS, the District will reimburse the City for direct staff costs, security, parking, facility damages associated with the use of City Hall facilities in accordance with the Master Fee Schedule but desires that the City waive applicable facility rental fees listed in the Master Fee Schedule for use of City Hall facilities; now, therefore be it

RESOLVED, that the City Council of the City of Oakland authorizes the City Administrator to enter into an agreement with the Oakland Unified School District for use of City Hall facilities for purposes of conducting regularly scheduled twice-monthly board meetings, on the second and fourth Wednesdays of each month, for a one year period from the effective date of the agreement as further described in the staff report accompanying this resolution; and be it

FURTHER RESOLVED, that the aforementioned agreement shall allow the City of Oakland the right to use City Hall facilities on any second and fourth Wednesday if the City provides OUSD with at least 72 hours of notice; and be it

FURTHER RESOLVED, that the City Council of the City of Oakland hereby directs staff to return to Council with an ordinance to waive an estimated \$66,000 in applicable facility rental fees listed in the Master Fee Schedule for the District's use of City Hall facilities for the purposes of the meetings; and be it

FURTHER RESOLVED, that the City Attorney's Office will approve the agreement as to form and legality and a copy will be on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 26 2016

PASSED BY THE FOLLOWING VOTE:

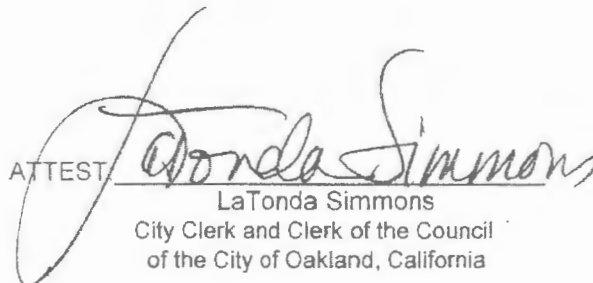
AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID and PRESIDENT GIBSON MCELHANEY - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST


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

FILED
OFFICE OF THE CITY CLERK
OAKLAND

APPROVED AS TO FORM AND LEGALITY

[Signature]
City Clerk

2018 JUL 14 PM 5:57 OAKLAND CITY COUNCIL
ORDINANCE NO. **13392** C.M.S.

**ORDINANCE WAIVING FACILITY RENTAL FEES FOR OAKLAND
UNIFIED SCHOOL DISTRICT USE OF CITY HALL FACILITIES FOR
PURPOSES OF CONDUCTING TWICE-MONTHLY BOARD MEETINGS
FOR A ONE YEAR PERIOD**

WHEREAS, the City owns the City Hall building located at 1 Frank Ogawa Plaza in the City of Oakland ("City Hall"), and

WHEREAS, the Oakland Unified School District ("District") desires to use certain facilities in City Hall for the purposes of conducting twice-monthly meetings, on the second and fourth Wednesdays of each month, of the District's Board of Education ("Board Meetings"), and

WHEREAS, the District's use of City Hall facilities will include the City Council Chamber, Mayor's Caucus Room, Building Bridges Room, Hearing Room 3, Hearing Room 2, and a storage room, and

WHEREAS, the Master Fee Schedule establishes fees for the rental and use of City Hall facilities, and

WHEREAS, the District will reimburse the City for direct staff costs, security, parking, facility damages associated with the use of City Hall facilities in accordance with the Master Fee Schedule but desires that the City waive applicable facility rental fees listed in the Master Fee Schedule for use of City Hall facilities; and

WHEREAS, both the City and the District believe that it is in the public interest for the District to be able to conduct the Board Meetings at City Hall, and

WHEREAS, the City Council has authorized the City Administrator to enter into an agreement with the District to allow the District's use of City Hall facilities for Board Meetings, now, therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. That the applicable facility rental fees listed in the Master Fee Schedule are waived at an estimated annual amount of \$66,000 for the Oakland Unified School District use of City Hall facilities for purposes of conducting twice-monthly board meetings, on the second and fourth Wednesdays of each month.

Section 2. This ordinance shall become effective immediately on final adoption if it receives six or more affirmative votes; otherwise it shall become effective upon the seventh day after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, SEP 20 2016

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, AND PRESIDENT
GIBSON MCFE HANEY 7

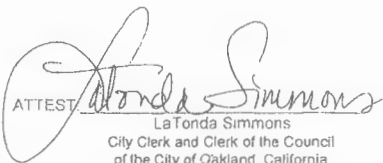
NOES- 0

ABSENT- REID - 1

ABSTENTION- 0

Introduction Date

July 19, 2016

ATTEST 
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION. 9/30/16

NOTICE AND DIGEST

**ORDINANCE WAIVING FACILITY RENTAL FEES FOR OAKLAND
UNIFIED SCHOOL DISTRICT USE OF CITY HALL FACILITIES FOR
PURPOSES OF CONDUCTING TWICE-MONTHLY BOARD MEETINGS
FOR A ONE-YEAR PERIOD**

This ordinance waives the facility rental fees stated in the City of Oakland Master Fee Schedule for the Oakland Unified District (OUSD) use of City Hall facilities to conduct Board meetings on the second and fourth Wednesday of each month.

AGREEMENT FOR USE OF CITY HALL FACILITIES

THIS AGREEMENT FOR USE OF CITY HALL FACILITIES ("Agreement") is made and entered into this 8th day of November, 2016 ("Effective Date"), by and between Oakland Unified School District, a California public school district ("District") and the City of Oakland, a California municipal corporation ("City"). District and City may be individually referred to herein as "Party" or collectively referred to herein as "Parties."

RECITALS

- A. **WHEREAS**, the City owns the City Hall building located at 1 Frank Ogawa Plaza in the City of Oakland ("City Hall"); and
- B. **WHEREAS**, the District desires to use certain facilities in City Hall for the purposes of conducting twice-monthly meetings of the District's Board of Education ("Board Meetings"); and
- C. **WHEREAS**, both the City and the District believe that it is in the public interest for the District to be able to conduct the Board Meetings at City Hall; and
- D. **WHEREAS**, the District's Board of Education ("Board") approved this Agreement by Enactment #16-1598 and authorized the District's Superintendent, or his designee to finalize and execute this Agreement on behalf of the District; and
- E. **WHEREAS**, the Oakland City Charter section 504(l) requires that the City Council authorize all intergovernmental agreements, and the Oakland City Council approved this Agreement pursuant to Resolution No. 86328 C.M.S. and authorized the City Administrator, or her designee to finalize and execute this Agreement on behalf of the City; and
- F. **WHEREAS**, the City Council has authorized the waiving of otherwise-applicable facility rental fees listed in the City's Master Fee Schedule for the District's use of City Hall facilities under this Agreement pursuant to Ordinance No. 13392 C.M.S.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

- 1. Term. The "Term" of this Agreement shall be for one (1) year commencing on the Effective Date, unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
- 2. Use of Facilities. The City shall make available for the District's use the following facilities within City Hall ("Facilities") during the times specified in subsection 2.1 below unless the City provides written notification at least 72 hours in advance of a regularly scheduled Board meeting that the Facilities will not be available:
 - 2.1. Council Chamber. Except as otherwise provided above, the Council Chamber shall be available for use by the District for its regularly scheduled Board

meetings on the second and fourth Wednesday of each month, except holidays, beginning at 12 noon and ending no later than midnight ("Meeting Days"). No food or drinks, including water, are allowed in the Council Chamber.

- 2.2. Building Bridges Room. The Building Bridges Room shall be available for use by the District on Meeting Days after 5:00 pm.
- 2.3. Mayor's Caucus Room. The Mayor's Caucus Room shall be available for use by the District as a production space for KDOL operations on Meeting Days after 3:30 pm.
- 2.4. Hearing Room 2. By prior arrangement with the City as provided in this Section 2.4, Hearing Room 2 may be available for use by the District as an overflow meeting space on certain Meeting Days. The District shall submit each request for use of Hearing Room 2 no less than ten (10) days prior to the Meeting Day for which access to the room is requested, and the granting of such request shall be subject to availability, as determined by the City in its sole discretion.
- 2.5. Hearing Room 3. Hearing Room 3 shall be available for use by the District as a "childcare room" on Meeting Days after 3:30 pm. District shall comply with all applicable laws, rules and regulations regarding the provision of childcare.
- 2.6. Hearing Room 4. Hearing Room 4 shall be available for use by the District as a closed session meeting room on Meeting Days after 4 pm.
- 2.7. Press Room. The Press Room shall be available for use by the District as storage space for KDOL equipment for the Term of this Agreement.
3. District Staff. The District shall provide no fewer than four (4) District police officers and as many additional officers as the City may reasonably require for purposes of meeting management and security.
4. Room Capacity. The District shall be responsible for enforcement of posted room capacity requirements and any direction given by the Oakland Fire Marshal.
5. Accommodations for Americans With Disabilities Act ("ADA") Compliance. The District shall be responsible for ADA accommodation during its use of the Facilities.
6. City Hall Visitor Guidelines. The District shall inform visitors of and ensure compliance with the City Hall Visitor Guidelines attached as Exhibit B and incorporated herein by this reference.
7. Payment of Staffing Costs. The City shall regularly invoice the District for security and other City staffing costs related to the use of the Facilities in accordance with the rates set forth in the City's Master Fee Schedule, and the District shall pay such invoices within thirty (30) days of receipt. In addition, to the extent the City incurs costs related to the implementation of this Agreement that are not provided for in the Master Fee Schedule, the District shall be responsible for reimbursing the City for such actual costs within thirty (30) days of receipt of the City's invoice for such costs. Notwithstanding the

foregoing, the payment of room rental fees as set forth in the City's Master Fee Schedule is waived.

8. Identification of Point of Contact – The District and the City each shall identify a point of contact for facility management, technology, security, contract management to ensure smooth operations when the District is using the Facilities. The point of contact for each party is:

<u>Oakland Unified School District</u>	<u>City of Oakland</u>
Michael Gaal, Chief of Staff, Office of the Superintendent	Stephanie Hom Deputy City Administrator

9. Technology. The City shall make available equipment and facilities for the District's technology needs related to the Board meetings as provided in the District Board Meetings Technology Protocols document attached as Exhibit A and incorporated herein by this reference.
10. Parking. The City shall make available for the District's use on Meeting Days up to three (3) validation terminals for parking spaces at the Clay Street Garage, Dalziel Garage or City Center West Garage for parking use during Meeting Days. The District acknowledges that the City makes no representations or guarantees regarding the availability of parking spaces at any or all of these garages. The City shall require, prior to providing the validation terminals, payment of an Eight Hundred Dollar (\$800) per terminal refundable Validation Terminal Deposit and a non-refundable One Hundred Dollar (\$100) per terminal Validation Programming Fee. The City shall regularly invoice the District for the cost of parking spaces for which validation has been provided at a rate of \$3.00 per vehicle with validation entering a garage after 3:00 p.m., and the District shall pay such invoices within thirty (30) days of receipt. In cases where the District uses parking spaces earlier than 3:00 pm, the City shall charge and the District shall pay the City's standard use rate for each space. In addition, the District agrees to establish a protocol approved by the City for an OUSD Liaison to communicate with a designated Parking "Ambassador" (Parking Contractor) in the event it is anticipated that a meeting will not conclude before the respective close times of the garage(s) – currently 7:00 p.m. at Dalziel, 11:00 p.m. at City Center West, and 1:00 a.m. at Clay Street. If the District desires to reserve parking spaces, it may do so by contacting Michael Ford at (510) 238-7670. Although the City cannot guarantee that spaces will be available on a reservation basis, the City will make reasonable efforts to accommodate such requests.
11. Improvements. The District shall not construct or cause to be constructed on any of the Facilities it uses under this Agreement any alterations, modifications, or any other type of change or improvements.
12. Maintenance and Repair. The District shall be responsible for and shall pay for any repairs or replacements of any character whatsoever, whether to the Facilities, other areas of City Hall or the surrounding area, which are caused or are made necessary by reason of the negligence or misuse of the Facilities by the District, its employees,

volunteers, and invitees. The City shall promptly invoice the District after undertaking such repairs or replacements, and the District shall pay any such invoices within thirty (30) days of receipt. The District acknowledges and accepts that the Facilities that it uses under this Agreement are provided in "AS IS" condition.

13. Indemnification.

13.1. To the fullest extent permitted by California law, the District shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, its City Council, agents, attorneys, consultants, contractors, employees, invitees, licensees, members, officers, representatives, trustees, and volunteers from any and all losses, liabilities, challenges, claims, suits, and actions of any and every kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, on account of, connected with, or resulting from, (i) the operation, condition, use, or occupancy of the Facilities and all improvements thereon, including, without limitation, any matters arising directly or indirectly from provision of childcare services under Section 2.5 hereof; and (ii) the District's (or its Board members', agents', attorneys', consultants', contractors', employees', invitees', licensees', members', officers', representatives', trustees', and volunteers') negligence or willful misconduct on the Facilities; and in case any such action or proceeding be brought against the City, the District shall defend the City at the District's sole expense.

13.2. In the event that the City incurs costs (including filing fees, attorneys' fees, etc.) after providing written request for indemnification to the District for indemnification owed pursuant to this Agreement, the District shall pay or reimburse the City for the costs reasonably incurred. In addition, the District shall pay reasonable attorneys' fees and costs incurred by the City to enforce the indemnity obligations of this Agreement. For purposes of this Section 13.2, the reasonable fees of attorneys of the Office of City Attorney of the City of Oakland shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who practice in San Francisco law firms with at least the same number of attorneys as employed by the City Attorney's Office.

The provisions of this Section entitled "Indemnification" shall survive the termination or expiration of the Agreement.

14. Insurance. For the Term of this Agreement, the District shall maintain in full force and effect such policies of insurance and coverage amounts as are required by the City pursuant to the insurance requirements set forth in attached as Schedule Q, incorporated herein by this reference.

15. Termination. Either Party may terminate this Agreement immediately for cause. Cause shall include, without limitation:

15.1. Material violation of this Agreement by either Party; or

- 15.2. Any act by a Party exposing the other Party to liability to others for personal injury or property damage.
16. Termination for Convenience. City or District may terminate this Agreement at any time, for any reason, by written notice of at least thirty (30) days in advance of the effective date of termination.
17. Notices. Any notice required or intended to be sent or delivered to a Party, may be personally delivered or delivered by United States mail, postage prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices shall be delivered to the Parties at the following addresses:

DISTRICT

Oakland Unified School District
Michael Gaal, Chief of Staff
Office of the Superintendent
1000 Broadway, Room 680
Oakland, CA 94607

CITY OF OAKLAND

City of Oakland
City Administrator's Office
1 Frank H. Ogawa Plaza, 3rd Floor
Attention: Stephanie Hom,
Deputy City Administrator

Notices shall be deemed received on the date personally delivered or, if mailed, three days after deposit in the mail. Notice provided by overnight delivery shall be deemed received on the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this Section.


18. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
19. Attorneys' Fees. In the event either Party brings any action or legal proceeding for damages for any alleged breach of any provision of this Agreement, to recover payment or possession of the Facilities, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either Party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing party" shall mean the Party who received substantially the relief requested, whether by dismissal, summary judgment, judgment, or otherwise. For purposes of this Section 19, the reasonable fees of attorneys of the Office of City Attorney of the City of Oakland shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who practice in San Francisco law firms with at least the same number of attorneys as employed by the City Attorney's Office.

20. No Assignment. District shall not assign its rights, duties, or privileges under this Agreement nor attempt to confer any of its rights, duties, or privileges under this Agreement on any third Party.
21. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
22. Surrender of the Facilities. On the last day of the Term, or on sooner termination of this Agreement, the District shall surrender all Facilities to the City in clean, good order, condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. All trash shall be removed. This condition shall be similar to that existing as of the Effective Date of this Agreement excepting normal ordinary wear and tear. The District shall remove from the Facilities personal property, trade fixtures, and any improvements made that the other Party agrees will be removed. All property not so removed shall be deemed abandoned.
23. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and no addition to, or modification of, any term or provision of this Agreement shall be effective until set forth in writing signed by the Parties.
24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties.
25. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
26. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable, unless such enforcement would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement.
27. Jurisdiction and Venue. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. Electronic Signatures. Electronic copies of signatures (such as .pdf or .tiff files or telecopies) may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on the electronic document, are aware that the other Party will rely on the electronically copied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

30. Dispute Resolution. If a dispute arises that is related, in any way, to this Agreement, the District's Superintendent and the City Administrator shall first attempt to resolve the dispute. In the event the Superintendent and City Administrator are unable to resolve the dispute, the Parties agree to submit the dispute to non-binding mediation prior to initiating legal action.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement, as of the Effective Date set forth above.

OAKLAND UNIFIED SCHOOL DISTRICT



President
OUSD Board of Education

9/29/16

Date

CITY OF OAKLAND



City Administrator

10/14/16

Date



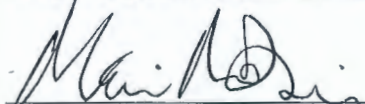
Superintendent &
Secretary, Board of
Education

4/29/16

Date

Approved as to form:

OAKLAND UNIFIED SCHOOL DISTRICT

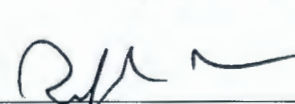


OUSD General Counsel

9/29/16

Date

CITY OF OAKLAND



Deputy City Attorney

10-5-16

Date

Exhibit "A"

District Board Meetings Technology Protocols

1. District will not use the KTOP Master Control facilities and staffing.
2. District will provide a mobile unit capable of producing and broadcasting Board Meetings.
3. District will not show meetings live within the Council Chamber.
4. For data access, City will provide one Internet Access via Public IP Address with the access point located in the Mayor's Caucus Room.
5. For audio access, City will provide a second Internet Access point to City's network and specific IP Address for KTOP's Audio Service. KDOL will purchase a separate license for service. KTOP will attempt to set up unique audio profile that KDOL would use to operate audio needs during meetings, such that unique KDOL profile does not interfere with KTOP profile.
6. KDOL will provide 5 cameras for production. Cameras may be mounted from balconies upon approval from City Facilities Management. Cameras will be taken down and stored when meetings are not in session.
7. KDOL will provide projector to project Power Point presentations.
8. KDOL will set up wireless access to the District network without need of assistance from City.
9. District shall pay the City's standard room rental rates and shall pay all costs associated with use of KTOP equipment.

Exhibit "B"

City Hall Visitor Guidelines

We want to make your visit to Oakland City Hall a pleasant one. In order to assist our efforts to provide a safe, secure and pleasant environment and to protect this national historic landmark, we require compliance with the following policies:

ACCESS – PUBLIC

City Hall is open to the public from 8:30 a.m. to 5:30 p.m., Monday through Friday, unless there is a scheduled Public Meeting. City Hall is closed to the public on Saturdays and Sundays and on all national holidays including: New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (as well as the Friday following Thanksgiving) and Christmas Day.

Members of the public entering City Hall during the standard building hours of operation for public meetings are not required to sign in. Members of the public entering City Hall for other City business or activities must sign in and proceed only to the area where that City business or activity occurs.

LOST AND FOUND

Lost items in City Hall that are found are brought to the Dalziel (250 Frank H. Ogawa Plaza) Security Office. Items held for more than 90 days will be disposed of as decided by the Building Services Manager or his or her designee in accordance with California Civil Code Sections 2080 – 2080.6. Where City Hall Security determines a lost item could be hazardous, City Hall reserves the right to immediately dispose of such items.

NOISE

We ask that you please refrain from making excessive noise in order not to disrupt City business.

SPECIAL EVENT/ RALLIES

Rallies are held on the front steps of City Hall and in various areas of Frank H. Ogawa Plaza. Each rally must be scheduled with the Facilities Complex Office in 250 Frank H. Ogawa Plaza, Suite 1329. An application form must be submitted to and approved by the Building Services Manager. Amplified sound is allowed in accordance with O.M.C. 12.56, between 11am-12 noon and after 5pm. If you wish to have amplified sound you must submit a copy of the special event application permit to the City Administrator's Office of Special Activity, located on the 11th floor of City Hall in order to obtain a sound permit. The City reserves the right to designate the space to be used for the event. Applicants are given space on a first-come first-served basis. The interior of City Hall is not a public forum and is not designated for use for press conferences or rallies.

PROHIBITED ITEMS

No one in possession of any item that can be used for malicious intent will be allowed access to City Hall with that item. If City Hall Security determines that any item a person is attempting to bring into City Hall could otherwise be dangerous to persons or property, City Hall Security may deny access with such items. City Hall Security will not hold or store any prohibited or hazardous items.

The following are examples of items are prohibited at City Hall.

Prohibited items:

- Firearms (unless carried by a California or Federal peace officer)
- Club in length greater than 12 inches (this does not include canes, umbrellas or tripods)
- Aerosol cans or pressurized paint sprayers
- Paint projectiles
- Metal sheet or shields
- Wrenches or tools greater than 12 inches
- Pyrotechnics/fireworks
- Balloon, helium and helium-filled balloons
- Decorations or props that will damage building surfaces. This includes any type of paint, stickers, nail, fasteners, glue or other adhesive
- Spring-loaded knives or knives with blades more than 4 inches
- Roller skates, skateboards, bicycles
- Any act, device, object or decoration, which may cause harm or damage to an individual or property as determined by City Hall Security

VANDALISM

City Hall is owned by the City of Oakland and is an important historical landmark. In accordance with California Penal Code Section 594, no person may vandalize, mark, paint, damage, destroy or deface with graffiti or other inscribed material any real or personal property owned by the City, including vehicles, signs, fixtures, walls, floors, furnishings or other property. No person shall use any material, device, object or decoration, which may cause harm or damage to an individual or property owned by the City, including but not limited to property within office spaces as well as public areas.

Schedule Q

INSURANCE REQUIREMENTS

(Revised 07/08/15)

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD**, appropriate to the contractor's profession with limits not less than \$1 million each claim and \$2 million aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as additional insured's under **the Commercial General Liability policy**. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and

- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e. Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such

deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

J. Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

City of Oakland
Department of Human Resources Management
Risk & Benefits Division

INSURANCE REQUIREMENTS MODIFICATION REQUEST

PROJECT MANAGER: Complete Items #1 through 8, then send/deliver completed form with all the attachments shown in Item #6 below to: DHRM-Risk & Benefits Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Phone (510) 238-7165/Fax (510) 238-2275.

- 1 Name of Consultant: OAKLAND UNIFIED SCHOOL DISTRICT
- 2 Project Name & Number: CITY HALL ROOMS USE FOR OUSD BOARD MEETINGS
- 3 Start & End Date of Contract: NOVEMBER 9, 2016 - OCTOBER 31, 2017
- 4 Project Description: USE OF CH CHAMBERS, HEARING ROOMS AND OTHER SIDE ROOMS DURING OUSD BOARD MEETINGS (EVERY 2ND & 4TH WEDNESDAY OF THE MONTH. TYPICALLY STARTING FROM NOON TO MIDNIGHT OF THE SAME DAY.)

5 Reason for Insurance Modification Requested: (Complete all that apply)

Commercial General Liability:

- ☐ Waive Justification: _____
- ☐ Reduce to: \$ _____

Workers' Compensation:

- ☐ Waive Justification: _____

Automobile Liability:

- ☒ Waive Justification: No vehicles used in course of activity.
- ☐ Reduce to: \$ _____

Other:

- ☒ Waive Justification: Prof Liability waived as non required for use of facility.
- ☐ Reduce to: \$ _____

6 Attachments Required:

- ☒ Schedule A - Scope of Services ☒ Schedule M - Independent Contractor's Questionnaire
- ☒ Schedule Q - Insurance Requirements ☒ Existing Insurance documentation from Contractor
- ☒ Signed statement from Contractor on company letterhead verifying reason for waiver or reduction of each insurance requirement.

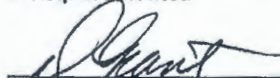
7 Other Comments: _____

8 Stephanie Horn	Deputy City Admin/CAO	9/12/2016
Project Manager	Title/Department	Date of Request
7542		shom@oaklandnet.com
Phone	Fax	E-Mail

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

9 Identify Risk to the City: Exposure to City limited to GL and WC risks.

- ☒ Request Granted ☐ Request Denied



Authorizing Signature

9/12/2016

Date

CERTIFICATE OF COVERAGE

Issue Date

10/4/2016

ADMINISTRATOR:

Keenan & Associates
1111 Broadway, Suite 2000
Oakland, CA 94607

LICENSE # 0451271

510-986-6750
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California ReLIEF

ENTITY B:

ENTITY C:

ENTITY D:

ENTITY E:

COVERED PARTY:

Oakland Unified School District
1000 Broadway, Suite 300
Oakland CA 94607

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY 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 HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 0171-108	7/1/2016 7/1/2017	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01711-08	7/1/2016 7/1/2017	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	
	OTHER			\$	
				\$	

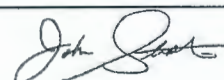
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

As respects to the agreement between the City of Oakland and Oakland Unified School District for use of City Hall Rooms for various Board Meetings through the coverage expiration date.

CERTIFICATE HOLDER:

City of Oakland
City Administrator's Office
Attn: Stephanie Hom
1 Frank H. Ogawa Plaza, 3rd Floor
Oakland CA 94607

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.



John Stephens

AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Oakland Unified School District	NCR 01711-08	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Oakland
City Administrator's Office
Attn: Stephanie Horn
1 Frank H. Ogawa Plaza, 3rd Floor
Oakland CA 94607

As Respects:

As respects to the agreement between the City of Oakland and Oakland Unified School District for use of City Hall Rooms for various Board Meetings through the coverage expiration date.

The City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as an Additional Covered Party.



Authorized Representative