

**CITY OF OAKLAND
COUNCIL AGENDA REPORT**

OFFICE OF THE CITY CLERK
OAKLAND
2005 OCT 13 PM 7:00

TO: Office of the City Administrator
ATTN: Deborah Edgerly
FROM: Office of Parks and Recreation
DATE: October 25, 2005

RE: RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF OAKLAND
AND ALAMEDA COUNTY YOUTH DEVELOPMENT, INC./GEORGE P.
SCOTLAN YOUTH AND FAMILY CENTER FOR A THREE YEAR TERM
WITH THREE CONSECUTIVE TWO YEAR OPTIONS TO RENEW

SUMMARY

Staff has prepared a resolution authorizing the City Administrator to execute a license agreement between the City of Oakland ("City") and Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center ("Scotlan Center") for the continued use of office space on the second floor of deFremery Recreation Center at 1651 Adeline Street, Oakland, California. The proposed license agreement has a three-year term commencing on November 1, 2005 and ending October 31, 2008, with three consecutive two-year options to renew the license by mutual consent of the parties, provided that the City's terms and conditions are satisfied.

Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center is a California 501(c)(3) non-profit corporation dedicated to offering employment and counseling services to the Oakland community free of charge. Scotlan Center currently occupies offices located on the second floor of deFremery Recreation Center at 1651 Adeline Street which is owned by and in the custodial care of the City of Oakland. Scotlan Center proposes securing a license agreement with the City authorizing the limited use of the second floor space in the deFremery Recreation Center for activities related to its mission, subject to the terms and conditions of the proposed license agreement. Approval of this resolution will authorize a license agreement with Scotlan Center for limited use of the second floor space at deFremery Recreation Center and for special events usage of other parts of deFremery Recreation Center under specified conditions.

FISCAL IMPACT

Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center has operated from the second floor offices at deFremery Recreation Center for more than 30 years. The organization has not paid any fees or portions of the utilities in exchange for the use of the space to date. Under the proposed license agreement, Scotlan Center would pay a monthly license fee of \$190.00 (which represents an estimated one-third of

Item: _____
Life Enrichment Committee
October 25, 2005

the monthly utility costs for the site) to the City on the 1st day of each and every month of the license period and any Extended License Period within 60 days of the due date of each license fee, and shall be delinquent if not paid within 60 days of that due date. Scotlan Center is a non-profit agency which must bill funding sources under cost reimbursement contracts resulting in delays of up to 60 days before Scotlan Center is reimbursed. For subsequent months, the due date shall be the 1st of each month, and similarly payable within 60 days. Payment of the specified fee would be reported as revenue through the Facilities Internal Service Fund (4400) and serve to offset the General Fund (1010) utilities expense by \$2,280.00 annually.

Calculation of Services and Rental Values

The proposed license agreement leverages an existing City resource for additional services to the West Oakland community with no increased cost to the City's budget. Under the terms of the proposed license agreement Scotlan Center will be responsible for providing janitorial services, as well as providing security services, to the second floor space at no cost to the City.

Fair Market Value for rent of the space is estimated to be \$800.00 monthly or \$9,600.00 annually. Services provided to Oakland citizens by Scotlan Center from their deFremery Recreation Center location are valued at \$79,380 annually. After comparison of the fair market rent and calculations of the in-kind services and benefits, the value of the programs as provided to the citizens of the City exceeds the fair market rental value of the Property.

Service / Real Estate	Annual Value of Scotlan Center Provided Services	Annual Value of City Provided Facility Use
Fair Market Rent Value	-	\$9,600
Rent/license	\$2,280	-
Family and Individual Counseling Program	\$60,000	-
Community Events <ul style="list-style-type: none">• Family Health Day• Christmas Toy Giveaway• Holiday Food Basket Giveaway• Family Fun Day• School Supplies Giveaway	\$13,500	-
Custodial Services	\$3,600	-
Total Estimated Value	\$79,380	\$9,600

BACKGROUND

The Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center is a nonprofit, multi-service, community-based organization dedicated to family and youth development. Scotlan Center has a long history of partnering with deFremery Recreation Center and the Office of Parks and Recreation to serve the neighboring community with family-strengthening services.

Founded in 1968 as Toliver Community Center and operated by the California Youth Authority, the original program functioned as a community parole service for youth offenders. In 1974, the center redirected program services from the most serious youth offenders to status offender youth (status offenses are those criminal offenses that would not be crimes if committed by an adult such as truancy or running away from home) and incorporated under the name of Alameda County Youth Development Inc./Toliver Community Center. At that time the goals of the organization changed to offer programs that would serve to divert youth from entering the juvenile justice system and would offer support to them and their families through counseling and other services.

In 1982, the center was named after George P. Scotlan, a prominent community leader with a passionate interest in delinquency prevention, community development and recreation. Scotlan Center is devoted to at-risk youth and their families in Oakland and has served over 5,000 families and over 2,500 youth through counseling, educational programs, employment and training, and recreational and cultural activities.

Scotlan Center provided family counseling, case management, and parenting programs to more than 30 families last year. Services are offered to the families free of charge and are provided by highly trained professional counselors and case managers, most of whom hold college level masters degrees. A total of 13 programs provide "wraparound" services to West Oakland families and include:

- Family and Individual Counseling
- Case Management
- Parenting Program
- Child Abuse and Domestic Violence Prevention
- Sexually Exploited Minors Program
- Anger Management Group
- Girls Self-Empowerment Group
- Truancy Diversion Group
- Off-site, School-based, or Court-based programs

In addition to counseling services, Scotlan Center offers a number of community support events at deFremery Recreation Center each year. The annual Turkey Basket Giveaway provides free turkey, vegetables, and ingredients for side dishes to 200 families each holiday season; the annual School Supplies Giveaway serves 300 families each year; at Christmas time a toy giveaway provides toys for children to approximately 250 families.

Item: _____
Life Enrichment Committee
October 25, 2005

All of these items are given away free to the community and are valued at \$10,000 annually.

Scotlan Center further encourages engagement in healthy, productive activities through its collaboration with deFremery Recreation Center for the July Family Fun Day offered at deFremery Park each summer. At Fun Day children can play on jumpers, participate in games, and enjoy popcorn, root beer floats, and cotton candy. Parents who come to Fun Day can avail themselves of free blood pressure checks, HIV testing, and other health-related services. Free meals and a fruits and vegetable market are also offered that day.

KEY ISSUES AND IMPACTS

By granting a license to Scotlan Center, the Oakland community receives considerable benefit in the form of education support programs, community events, employment opportunities, and counseling. Scotlan Center's programs support the City Council's goals to:

- Make Oakland a safe City by providing services to youth who might otherwise engage in unhealthy or unlawful activities,
- Develop a sustainable City by providing employment services and counseling to young people, thereby improving their earning and buying power,
- Improve Oakland neighborhoods by providing community services and engaging community members in fun, educational, and health-fostering events, and
- Ensure that all Oakland youth and seniors have the opportunity to be successful by providing education support programs, employment opportunities, and counseling to young people and their families.

The proposed license agreement allows Scotland Center use of office space on the second floor of deFremery Recreation Center as a multi-services resource center dedicated to family and youth development and other related activities during the prescribed hours. The area is used as an office, meeting and counseling space in which Scotlan Center provides its services.

The proposed license agreement also allows Scotlan Center to host activities related to their function as a family development service organization in other parts of deFremery Recreation Center so long as they procure the required permits through the Office of Parks and Recreation. Any such events are required to be open to the public.

After comparison of the Fair Market Rent and calculations of the in-kind services and benefits, the value of the programs as provided to the citizens of the City is equal to or exceeds the fair market rental value of the property. The City will calculate the Fair Market Rent upon execution of any option period within the proposed license agreement. The Fair Market Rent for that option period will be compared to the value of the In Kind

Services provided to calculate the license fee for that option period. Fair Market Rent Value for the space occupied by Scotlan Center is currently valued at \$800.00 per month.

Under the terms of the license agreement, Scotlan Youth and Family Center will provide custodial service to the second floor property at no cost to the City.

Scotlan Center agrees to the City's requirements for insurance, indemnification, records retention, and non-discrimination. Scotlan Center agrees to provide liability insurance as described within the license agreement, and cannot make any improvements or alterations to the Property without first obtaining the written consent from the City.

Scotlan Center further agrees, under the proposed license agreement, to submit its accounting records annually, as well as certified statements confirming the number of participants, number of activities undertaken and operating budget for the current year.

The license agreement provides for three consecutive options for a two-year extension provided sufficient notice is given and other terms and conditions are met to the satisfaction of the City.

Either party may terminate the license at any time with 90 days written notice.

SUSTAINABLE OPPORTUNITIES

Economic: Execution of the proposed license agreement would allow Scotlan Center to continue employment and training services for high risk youth, ages 16 to 21. Greater employment for that population improves their earning and buying power and helps to support their families.

Environmental: Execution of this license agreement does not provide for environmental opportunities at this time.

Social Equity: Scotlan Center is located in West Oakland where there is more poverty, higher rates of violent crime, and higher rates of juvenile delinquency than other Oakland neighborhoods. Execution of the proposed license agreement ensures the provision of important services to this area.

DISABILITY AND SENIOR CITIZEN ACCESS

Scotlan Center staff accommodate persons with disabilities by meeting with them on the first floor of deFremery Recreation Center to address their concerns. Scotlan Center shall at all times comply with the Americans with Disabilities Act (ADA), Older Americans Act and other non-discrimination laws and regulations.


RECOMMENDATION AND RATIONALE

Staff recommends that City Council approve a resolution authorizing the City Administrator or her designee to execute a license agreement between the City of Oakland and Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center for the continued use of the second floor of deFremery Recreation Center, located at 1651 Adeline Street in Oakland, California for a three-year term with three consecutive two-year options to renew.

ACTION REQUESTED OF THE CITY COUNCIL

The Office of Parks and Recreation requests that City Council authorize the City Administrator or her designee to execute a license agreement between the City of Oakland and Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center for the continued use of deFremery Recreation Center, located at 1651 Adeline Street in Oakland, California for a three-year term with three consecutive two-year options to renew.


Respectfully submitted,


Audree V. Jones Taylor
Director, Office of Parks and Recreation

Prepared by:
Ethel Howze, Recreation General Supervisor
Office of Parks and Recreation

Reviewed by:
Kip Walsh, Office Administrator
Office of Parks and Recreation

APPROVED AND FORWARDED TO THE
LIFE ENRICHMENT COMMITTEE:


OFFICE OF THE CITY ADMINISTRATOR

Item: _____
Life Enrichment Committee
October 25, 2005

LICENSE AGEEMENT
BETWEEN THE CITY OF OAKLAND
AND ALAMEDA COUNTY YOUTH DEVELOPMENT, INC./
GEORGE P. SCOTLAN YOUTH AND FAMILY CENTER

This License Agreement ("License") is made as of this first day of November, 2005 by and between the City of Oakland ("City") and Office of Parks and Recreation ("OPR") jointly and severally called "Licensor" and, Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center ("Scotlan Center"), a California non-profit corporation, called "Licensee."

RECITALS

WHEREAS, the City of Oakland is the owner and OPR is the custodial agency of the real property shown ("Property") on the Plot Plan attached hereto and incorporated as Exhibit "A". The Property includes:

1. A building located at 1651 Adeline Street Oakland, California ("deFremery Recreation Center"). The deFremery Recreation Center is located on a parcel of land that also includes deFremery Park and Swim Center.

WHEREAS, Licensee is a tax exempt public benefit organization defined under the Internal Revenue Code.

WHEREAS, Licensee wishes to use the Property as follows:

1. To occupy the entire second floor of the deFremery Recreation Center and use the space for youth and family counseling programs and related activities.

WHEREAS, Licensor is willing to grant to Licensee a license for the restricted uses of the Property subject to the terms and conditions of this License.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Grant of Revocable License.** Licensor grants and Licensee accepts a license to use the Property for the License Period and any Extended License Period subject to the terms and conditions set forth in this License.

2. **License Period.** The License Period shall be for three (3) years commencing November 1, 2005 and ending October 31, 2008, unless terminated sooner by either party in accordance with this License.

3. **Extended License Period.** Subject to earlier termination by either party in accordance with this License, Licensee shall have the right to three (3) consecutive, two (2) year options to extend the License for an Extended License Period of up to six (6) years on the same terms and condition described in this License provided that the following conditions are satisfied:

3.1 Licensee shall not be in default under any provision of this License,

3.2 Licensee shall provide Licensor with advance written notice at least ninety (90) days prior to the termination of the License Period or any Extended License Period.

If Licensee fails to exercise the first 2 year option to extend the License Period, the subsequent options to extend shall have no force and effect, and Licensee shall have no other subsequent options to extend the License Period.

4. **License Fee Paid During Initial License Period.** Licensee agrees to pay in advance and in lawful money of the United States a monthly license fee of \$190.00 to Licensor. The first License Fee shall be due for the first (1st) day of the succeeding month in which the City Council approves this License Agreement. However, Licensee is a non profit agency which must bill funding sources under cost reimbursement contracts resulting in delays of up to 60 days before Licensee is reimbursed. Therefore, payment of the license fee shall be made by Licensee within 60 days of the due date of each license fee and shall be delinquent if not paid within 60 days of that due date. For subsequent months, the due date shall be the 1st of each month, and similarly payable within 60 days. All License Fees and other charges due under this License shall be payable to the City of Oakland and shall be remitted to the Office of Parks and Recreation, Attention: **OPR Fiscal Manager, 250 Frank H. Ogawa Plaza, 3rd Floor, Ste. 3330, Oakland, CA 94612.**

Licensee agrees that the Fair Market Rental Value of the property is Eight Hundred Dollars (\$800.00) per month. After comparison of the fair market rent and calculations of the in-kind services and benefits, as outline in "Services In-kind" (Ordinance No. 11722 C.M.S.), incorporated by this reference, the Licensor deems the value of said program as provided to the citizens of the City and other obligations undertaken by Licensee pursuant to the terms of this agreement to be equal to or exceed the fair market rental value of the Property.

Accordingly, Licensee agrees to pay Licensor One Hundred Ninety (190) Dollars per month through the term of this License. Licensor shall calculate the Fair Market Rent annually upon execution of any option period within this License. The Fair Market Rent for that option period will be compared to the value of the In Kind Services provided to calculate the License Fee for that option period. Licensor reserves the right to charge rent under either provision provided for above.

5. **Use.** Licensee shall have no other use of the Property except for the following:

5.1 deFremery Recreation Center. The use of deFremery Recreation Center shall be restricted to a family and youth counseling center and other related activities that are open to the public in accordance with the deFremery Recreation Center's open hours as posted from time to time. The second floor of the deFremery Recreation Center shall be used for an office and for meetings relating to the programs offered by Licensee to members of the Community. Subject to first obtaining Licensor's written approval, Licensee may obtain a permit and be charged a fee for events that are socially and professionally compatible with Licensee's use and the use of the deFremery Recreation Center as a Community social and recreation center.

5.2 Other Areas (within the Exhibit "A" Plot Plan). The use of the other areas within the

Exhibit "A" Plot Plan shall be restricted to those activities approved by the Office of Parks and Recreation through the Central Reservations process to permit the use of other areas in the deFremery Recreation Center.

- 5.3 **Parking.** The parking area abutting the deFremery Recreation Center shall be made available on a non-exclusive basis to employees and business invitees of the Scotland Youth Center

6. **Improvements.** Licensee shall not make any improvements or alterations to the Property without first obtaining the written consent from Licensors. If Licensee makes any improvements or alterations to Property, Licensors shall have the option to require Licensee to remove any such improvements or alterations made by Licensee prior to the end of this License at no cost to Licensors. If Licensee fails to comply with Licensors's request to remove any such improvements or alterations, Licensors shall have the option to remove any such improvements or alterations at Licensee's cost. In that event, Licensee shall promptly reimburse Licensors for Licensors's cost within 10 days after receiving Licensors's written demand. If any improvements or alterations are not removed when this License terminates, such improvements or alterations shall become part of the Property and Licensee shall not have any claim against Licensors or interest in such improvements or alterations.

- 6.1 **Improvements required by law.** Licensee shall, at no cost to Licensors, make all improvements or alterations to the Property required by law due to Licensee's use of the Property or Licensee's application for any governmental permit. If Licensors shall be required by any governmental agency to make any improvements or alterations to the Property, Licensors shall have the option to terminate this License in accordance with this License.

- 6.2 **Liens.** Licensee shall keep the Property free from any liens and shall pay when due all bills arising out of any work performed, materials, furnished, or obligations incurred by Licensee, its agents, employees, or contractors relating to the Property.

7. **Maintenance and Repair of the Property.** Licensors shall be responsible for the maintenance and repair of the portion of the Premises occupied by the Licensee and shall be required to provide janitorial and custodial services to the occupied portion of the Property at no cost to Licensors for the License Period and any Extended License Period. In addition, Licensee shall be responsible for providing its own form of security services to its occupied portion of the Property.

8. **Telephone/Cable Television.** Licensee shall be responsible for its telephone and cable television hook-up, services and related charges.

9. **Hazardous & Toxic Materials.** The Licensee shall not use, create, store or allow any hazardous and toxic materials on the Property except for those materials and supplies normally and customarily used for housekeeping, maintenance or cleaning and are considered safe. Licensee shall not cause or allow the deposit or disposal of any such hazardous material and toxic materials on the Property.

Licensee acknowledges Licensors's disclosure and has reviewed the issues relating to the past history of hazardous and toxic materials contamination and remediation actions undertaken by Licensors. Licensors agrees to be solely responsible and liable for any prior hazardous and toxic

materials conditions which may have occurred prior to Licensee's involvement in the Property.

10. **Insurance.** At Licensee's own cost, Licensee shall purchase and maintain insurance policies in an amount and coverage satisfactory to Licenser for the License Period and any Extended License Period. A copy of all required insurance policies shall be delivered to Licenser prior to the execution of this License unless Licenser shall request from Licensee a Certificate of Insurance. In any event, a copy of any required insurance policy or Certificate of Insurance as requested by Licenser shall be attached hereto as Exhibit D and made a part of this License

10.1 Licensee's Insurance. Licensee's insurance policies shall consist of the following:

- (a) Comprehensive or Commercial Form General Liability Insurance (contractual liability and fire legal liability included), with minimum limits as follows:

- 1. Each Occurrence:
One Million Dollars (\$1,000,000)
- 2. Products/Completed Operations Aggregate:
Two Million Dollars (\$2,000,000)
- 3. General Aggregate:
Two Million Dollars (\$2,000,000)

If the insurance is written on a claims-made form, following termination of this License, the coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of coverage coinciding with the commencement date of this License.

- (b) Business Automobile Liability Insurance for any owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- (c) Workers' Compensation and Employers Liability Insurance in a form and amount covering Licensee's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- (d) Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse Licenser for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises and for all leasehold improvements including those hereinafter constructed or installed by Licenser or Licensee.
- (e) Such other insurance in amounts which at any time may be reasonably required by the City against other insurable risks relating to Licensee's use of the premises. In no event shall Licensee be required to secure and maintain earthquake insurance.

In each of the insurance policy referenced under this paragraph, the City of Oakland shall be a named insured. The insurance policies shall apply only to the extent of the negligent acts or omissions of Licensee, its officers, agents, employees; or any other person or persons under Licensee's direct supervision and control. Prior to the execution of this License, Licensee shall either furnish the City with a copy of the insurance policies or Certificates of Insurance evidencing compliance with all insurance requirements. The Certificates shall contain provisions for thirty (30) day advance written notice to City of any modification, change or cancellation of any of the above insurance coverage.

The insurance coverage required herein shall not limit the liability of Licensee, its officers, agents, or employees.

- 10.2 **Waivers of Subrogation.** The City and Licensee each hereby waive any right of recovery against the other due to any loss or damage to the Property owned either by the City or Licensee when such loss of or damage to Property arises from any acts of God or any of the property perils included in the classification of fire, extended perils ("all risk" as such term is used in the insurance industry) including perils that have been insured, self-insured or non-insured.
- 10.3 **Exemption of City from Liability.** Licensee agrees that City shall not be liable under this License for any injury to Licensee's business or loss of Licensee's income or for damage to the goods, wares, merchandise or other property of Licensee, Licensee's employees, invitees, customers, or any other person in or about the Property, nor shall the City be liable for injury to any person of Licensee, Licensee's employees, agents or contractors, as a result of any condition of the Property or any building or structure on the Property, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Property, whether the said damage or injury results from conditions arising from the Property or in other parts of the building or structure on the Property, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Licensee. The City shall not be liable under this License for any damages arising from any act or neglect of any other Licensee, if any, of the building or structure on the Property.

11. **Indemnification.** Licensee shall unconditionally indemnify, save, protect, defend and hold harmless the City, its Council members, officers, employees, agents, and contractors from and against any and all loss, injury, liability, expense, claims, costs, suits and damages, including attorney's fees and court costs, relating in any way to the use of the Property by Licensee, (including without any limitations, its employees, contractors, agents, and invitees), or resulting from conditions caused by Licensee's use of the Property. Licensee shall be solely responsible for all charges or claims from Licensee's employees and contractors with respect to any improvements or alterations to the Property. Licensee shall keep the Property free and clear of any claims for mechanics lien and Licensor shall not be responsible for any debts incurred by Licensee.

12. **Relocation.** Licensee understands and agrees: (1) that Licensee shall not be eligible

for any relocation benefits (including any advisory services) when this License terminates, (2) that this License shall not create any rights or interests in Licensee to receive any relocation benefits and (3) that Licensee shall not make any claims against Licensor for any relocation benefits. As a material inducement for Licensor to enter into this License, Licensee waives all rights to any relocation benefits under any applicable law or regulation and releases Licensor from any obligation to provide any relocation benefits.

13. **Possessory Interest Taxes.** If Licensee's interest under this License is subject to any possessory interest tax or other property tax, Licensee shall be responsible for the payment of such taxes or assessments.

14. **Right of Entry.** After providing advance 24 hour notice to Licensee, Licensor may enter the Property to inspect, install, construct, repair or maintain any part of the Property. In the event of any emergency, Licensor shall not be required to provide any advance 24 hour notice.

15. **Condition of Property.** Licensee has inspected the Property and agrees to accept the Property in the "as is" condition, without any warranty expressed or implied. When the License terminates, at Licensee's own cost, Licensees shall clean and restore the Property to the condition which existed on the day this License Period commenced, except for normal wear and tear.

16. **Assignment or Subletting.** This License is personal to Licensee. Licensee shall not transfer, pledge, assign or sublicense this License or any rights or interest under this License. Any attempted transfer, pledge, assignment, or sublicense of this License shall be null and void resulting in a default under this License.

17. **Termination.** Either party may terminate this License at any time. When the party intending to terminate this License delivers 90 days advance written notice to the other party, this License shall terminate 90 days thereafter from the receipt of such notice.

18. **Notices.** Any notice, demand, or communication relating to this License shall be delivered personally or sent by prepaid, registered or certified, U.S. Mail addressed to the respective parties as follows:

To: Office of Parks and Recreation:
250 Frank H. Ogawa Plaza
Third Floor
Oakland, CA 94612
Attention: Director

Copy to: CEDA-Real Estate Division
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612-2033
Attention: Ron Basarich

To: Scotlan Youth and Family Center
1651 Adeline Street, 2nd Floor
Oakland, CA 94607
Attention: Richard Dejauregui

Any notice given by registered mail shall be deemed given on the third business day after its deposit in the United States mail. Any notice given by certified mail shall be deemed given on the date receipt is acknowledged to the postal authorities. Any notice given by mail shall be deemed given only if received by the other party, and then on the date of such receipt. Each party may by written notice to the other party in the manner described in this paragraph change the address to which notices addressed to it shall thereafter be mailed.

19. **Default.** The occurrence of any of the following events shall constitute a default under this License:

19.1 Failure to pay any sums of money due under this License when such failure to pay continues for ten (10) days after Licensee shall have received notice from Licensors.

19.2 Failure to act or perform any conditions, covenants or restrictions, or any other provision of this License if the failure to act or perform is not cured after ten (10) days after Licensee shall have received notice from Licensors. If the default cannot be reasonably cured within thirty (30) days, Licensee shall not be in default if Licensee commences to cure the default within such thirty (30) day period and exercises due diligence and best efforts to cure the default.

19.3 Licensee shall have abandoned the Property or have breached or violated any terms and conditions of this License.

20. **Licensors Remedies.** In the event of any default by Licensee, Licensors shall have the following remedies in addition to all other rights and remedies provided by law or otherwise provided in this License which Licensors may enforce cumulatively or in the alternative:

20.1 Licensors shall have the option to keep this License in force and effect and to enforce any action at law or in equity to: (1) recover any sums of money becoming due under this License, (2) make payments required by Licensee or perform Licensee's obligations and to be reimbursed by Licensee for such cost with interest at the then maximum rate of interest permitted by law from the date of Licensors payment until Licensors is reimbursed, and (3) remedies of injunctive relief and specific performance to prevent Licensee from violating the terms of this License and to compel Licensee to perform its obligation under this License.

20.2 Licensors shall have the option to terminate this License by providing written notice to Licensee to be effective on the date set forth in such termination notice. Any such termination shall not release Licensee from its obligation to make any payments due under this License or to comply with any provision of this License.

20.3 In the event that Licensee abandons the Property, Licensors may terminate this License provided that Licensors shall first provide written notice to Licensee with expressed notice of such termination.

21. **Damage or Destruction.** If all or part of the Property is destroyed or damaged from any cause and the resulting damages frustrates Licensee's use of the Property or causes the use of Property to be unfit for the intended purpose or use described in this License or creates a unsafe or hazardous condition, either party shall have the option to terminate this License upon 30 days written notice to the other party. In any event, Licensors shall not have any obligation to Licensee under any circumstances to repair any damage to the Property or to rebuild any structure on the Property.

22. **Compliance with Laws and Nondiscrimination.** Licensee shall at all times and at no cost to Licensors comply with all applicable laws and regulations relating to this License. Licensee shall not unlawfully discriminate or permit any discrimination against any person or group of persons including but not limited to members of the public, employees, or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, gender or Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related condition (ARC).

23. **Annual Reporting and Accounting Records.** At the end of each year of the License Period and for any Extended License Period, Licensee shall deliver to Licensors on or before October 1 of that year current statements for fiscal year beginning July and ending June 30 of that year the following:

23.1 Certified Statement signed by a duly authorized director or officer of Licensors confirming the number of participants, the number of activities undertaken, an operating budget for the current year, and the names and telephone numbers of the current President and Directors of Licensee.

23.2 Accounting Records, including up-to-date general ledger accounts on the accrual basis in accordance with Generally Accepted Accounting Principles. Licensee shall make all books and records open to audit and inspection by Licensors or any assigned designee, with five (5) days notice, during normal business hours at Scotlan Center for the period of this License and any extended period. All books and records of Licensee shall be retained for a period of four (4) years after the close of each Licensee fiscal year.

a. Licensee shall maintain financial and operational records until the later of four (4) years after the termination of this License or two (2) years after the closure of any disputed matter. Such records shall be retained at Scotlan Center. When this License terminates, all accounting records including books and records of Licensee shall be delivered to Licensors.

b. Licensee unconditionally and irrevocably waives the confidentiality of all information in the possession of banks, financial institutions, credit reporting services, bookkeeping services, certified public accountants, and financial consultants. Licensee authorizes Licensors or any designee to obtain such information directly from these sources.

23.3 Tax reports and payments currently filed and paid.

23.4 All other documents requested by the City Auditor relating to the Property.

24. **Condemnation.** If all or part of the Property is taken under the power of eminent domain, or sold under the threat of condemnation, either party shall have the option to terminate the License upon 30 days written notice to the other party.

25. **Entire Agreement.** This License contains the entire agreement of the parties relating to the subject matter of this License and may not be amended except in writing signed by both parties. Any prior lease or agreement between the parties shall have no force and effect on this License.

26. **Legal Effect.** This License shall not be construed as a partnership between Licensor and Licensee and it is not intended to create a third party beneficiary contract.

27. **Time.** Time is of the essence as to each and every part of this License.

In Witness hereof, the parties have executed this License on the dates set forth below.

Licensee:

ALAMEDA COUNTY YOUTH DEVELOPMENT, INC./ GEORGE P. SCOTLAN YOUTH AND FAMILY CENTER

By: _____

Title: _____

Date: _____

Licensor:

Office of Parks and Recreation

**Approved as to Form and Legality:
Office of the City Attorney**

By: _____

Title: _____

Date: _____

Table of Exhibits

Exhibit	Description
A	Plot Plan and Property Description
B	Example of Past Electrical Utility Bills
C	Licensee's Certificates of Insurance (Or copy of the policies)

ASSESSOR'S MAP 5

Code Area No. 17-019

5

EXHIBIT "A"

Map of Oakland and Vicinity.
(W.F. BOARDMAN)

Scale: 1" = 100'



Exhibit B
Examples of Utility Bills

Pacific Gas & Electric

1. January '05	\$504.24
2. February '05	484.37
3. March '05	467.41
4. April '05	439.60

TOTAL	\$1,895.62
Avg/mo.	\$473.91

EBMUD	\$100.00
(estimated monthly amount)	

TOTAL MONTHLY AVG.	\$573.91
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1/3 of monthly average	\$191.31
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EXHIBIT C
Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JM ALAMEDA	DATE (MM/DD/YYYY) 09/14/05
PRODUCER California Coastal Insurance License #0381524 2262 Camino Ramon PO BOX 5076 San Ramon CA 94583-1328 Phone: 925-866-7050 Fax: 925-866-8275		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 POLICIES BELOW.	
INSURED ALAMEDA COUNTY YOUTH DEVELOPMENT, INC. 1651 Adeline Street Oakland CA 94607		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Great American Insurance Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	POLY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	PAC200033109	07/01/05	07/01/06	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> Social Workers				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> Professional				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/DP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	PAC200033109	07/01/05	07/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
							\$
							\$
							\$
							\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	CYR-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER	PAC200033109	07/01/05	07/01/06	Crime	40,000
		Empl Dishonesty					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as an additional insured as their interest may appear.

CERTIFICATE HOLDER

City of Oakland
Office of Parks & Recreation
250 Franklin H Ogawa Plaza
Suite 3330
Oakland, CA 94612

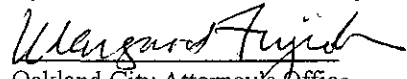
OAKPLAN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]


Oakland City Attorney's Office
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S. 2005 OCT 13 PM 7:00

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF OAKLAND AND ALAMEDA COUNTY YOUTH DEVELOPMENT, INC./GEORGE P. SCOTLAN YOUTH AND FAMILY CENTER FOR A THREE YEAR TERM WITH THREE CONSECUTIVE TWO-YEAR OPTIONS TO RENEW

WHEREAS, deFremery Recreation Center, located at 1651 Adeline Street, Oakland, California ("the property"); is owned by and in the custodial care of the City of Oakland; and

WHEREAS, Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center ("Scotlan Center"), a California 501(c)(3) non-profit corporation dedicated to offering employment and counseling services to the Oakland Community free of charge, seeks to operate its counseling center and related activities on the second floor of deFremery Recreation Center; and

WHEREAS, Scotlan Center provides comprehensive counseling, education, and employment services to the Oakland community free of charge; and

WHEREAS, Scotlan Center agrees to provide janitorial, custodial, and security services to the property; and

WHEREAS, Scotlan Center agrees to pay a monthly license fee of \$190.00, to Licensor on the first day of each and every month of the license period and any Extended license Period within 60 days of the due date of each license fee, and shall be delinquent if not paid within 60 days of that due date; and

WHEREAS, Scotlan Center agrees to provide adequate liability insurance as stipulated in the license agreement; and

WHEREAS, the license agreement leverages existing City resources for additional services to the community with no increased costs to the City's budget; and

WHEREAS, the license agreement shall be for a three-year term with three consecutive two-year options to renew; now, therefore be it

RESOLVED: That the City Administrator or her designee is hereby authorized to execute a license agreement between the City of Oakland and Alameda County Youth Development, Inc./George P. Scotlan Youth and Family Center for the continued use of deFremery Recreation Center, located at 1651 Adeline Street in Oakland, for a three-year term with three consecutive two-year options to renew; and be it

FURTHER RESOLVED: That the Office of the City Attorney has approved this resolution as to form and legality, and a copy will be on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20____.
PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID and PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

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