



City of Oakland

SCHEDULE T

CONTRACT SUMMARY TRANSMITTAL*

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT, CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. Agency: CAO Department: Communications

2. Project Name: Digital Front Door Project Project Amount: \$75,000.00

3. Budget / Funding: (** Multiple Funding Sources - Complete Additional Funding Section on Page 2)
Fund #: 1010 Org #: 02111 Account #: 54930 Project #: A218210 Program #: IP03 Encumbrance Amount \$: 75,000.00

4. Project Manager / Responsible Employee Name: Karen Boyd
Title: Communications Director Phone: x6365 email: kboyd@oaklandnet.com

5. Supervisor / Direct Report or Alternate Employee Contact:
Name: Mai-Ling Garcia Phone: X2105 email: mgarcia@oaklandnet.com

6. Consultant / Contractor Name: Code for America Labs, Inc.
Address: 155 9th Street, San Francisco, CA 94103 Phone: 155 9th Street, San Francisco, CA 94103 email: meghan@codeforamerica.org

7. Type of Contract (Mark X): Professional Service: ☒ Construction: ☐ Commodities: ☐ Technology: ☐

8. Statement of Contract Goal / Purpose: Modernize digital service delivery for the City of Oakland- (planning phase I)

9. Actual or Estimated Notice To Proceed (NTP) Date: _____ Estimated Completion Date: October 31, 2014

10. Resolution Number: 84998 Resolution Date: May 20, 2014

11. Location of the Contract Documents: _____

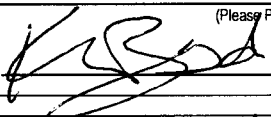
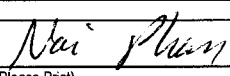
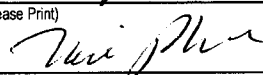
THIS PORTION MUST BE COMPLETED BY THE AGENCY / DEPARTMENT AND/OR THE PROJECT MANAGER

Insert language below regarding the evaluation of performance and/or audit requirements. For example: This contract is subject to an independent audit initiated by the City of Oakland and/or this contract will be evaluated quarterly according to the deliverables defined below.

Please attach separate sheets if required.

Performance, Inspection, Fiscal Reporting and Audit Requirements	
Performance Evaluation:	
Inspection Requirement:	
Fiscal Reporting Requirement:	
Audit Requirement:	

Deliverables	Date Due	Completion Date	Responsible Source (Prime, Sub, Supplier, Other)	Performance
1 See Schedule A.	10/31/2014		prime	
2				
3				

City Representative: <u>Karen Boyd</u> City Representative Signature: <u></u> (Please Print)	Date: <u>8/25/2014</u>
City Clerk: <u></u> City Clerk Signature: <u></u> (Please Print)	Date: <u>9/5/14</u>

* Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

Note: This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement

Note: Agency / Department - Project Managers are responsible and must ensure:

Contract Compliance and Employment Services performed the following:

- 1) Compliance Analysis
- 2) Equal Benefits Determination
- 3) Living Wage Determination

Note: Before submission of a Contract:

Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval

- 1) Consultant / Contractor must complete Schedule M – Part A
- 2) The City Agency / Department must complete Schedule M - Part B

Note: A photocopy of the completed Contract Summary Transmittal form must be attached to the first and final payment request:

- 1) Photocopy the front and back of the completed Contract Summary Transmittal form
- 2) Photocopy must be attached to the back-up documentation, on the first payment request and on the final payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract: Send to the City Attorney's Office for First Review				
Contract: Send to the Consultant / Contractor				
Contract: Send to the City Attorney's Office for Final Signature				
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***				
Contract: Send to the Agency / Department for Director's Signature				
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)			8/27/	TJB
Contract: Send to City Clerk's Office	9/5/14	JDD		

*** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered

Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor

****Additional Funding Section**

Fund Number	Organization Number	Account Number	Project Number	Program Number	Encumbrance Amount

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**AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
CODE FOR AMERICA LABS, INC.**

Whereas, the City of Oakland has authorized the City Administrator to enter into an agreement with Code for America Labs, Inc. per Resolution No. 84998 C.M.S., passed May 20, 2014, for Phase I of the “Digital Front Door” project;

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of **August 1, 2014** (“Effective Date”) by and between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and **Code for America Labs, Inc.**, a California nonprofit corporation (“CfA”).

2. Scope of Services

CfA agrees to carry out the work specified in **Schedule A**, Statement of Work attached to this Agreement and incorporated herein by reference. CfA shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment of program fees. The Project Manager for the City shall be **Mai-Ling Garcia, Office of the City Administrator**.

3. Time of Performance

This Agreement commences on the Effective Date and, unless sooner terminated as provided hereunder, will expire on the date of the last deliverable identified in Schedule A. The period from the Effective Date through expiration or termination of this Agreement is the “Term.”

4. Compensation and Method of Payment

CfA will be paid programs fees in an amount not to exceed **\$75,000, as set forth in Schedule A**. The maximum paid hereunder will not exceed \$75,000.00, even if the CfA’s actual costs exceed said amount. Fee invoices shall state a description of the deliverables completed and the amount due.

5. Independent CfA Staff

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, the staff assigned by CfA to work with the City are not employees of the City. CfA has selected the staff and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction,

compensation and discharge of all staff assisting CfA in the performance of CfA's program scope of work. CfA shall be solely responsible for all matters relating to the payment of the staff and its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for CfA's own acts and those of CfA's subordinates and employees. CfA will determine the method, details and means of performing the program services described in **Schedule A**.

b. CfA's Qualifications

CfA represents that CfA has the qualifications and skills necessary to perform the program services under this Agreement in a competent and professional manner without the advice or direction of the City. CfA warrants that CfA, and CfA's employees, sub-consultants and fellows are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to CfA's performance of program services. All program services provided pursuant to this Agreement shall comply with all applicable laws and regulations. CfA will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means CfA is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. CfA has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, CfA shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

CfA is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the program fees paid by the City to CfA for program services under this Agreement. On request, CfA will provide the City with proof of timely payment. CfA agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from CfA's failure to comply with this provision.

d. Non-Exclusive Relationship

CfA may perform program services for, and contract with, as many additional clients, persons or companies as CfA, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

CfA will supply all tools, materials and equipment required to perform the program services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of CfA necessary to the performance of CfA's duties under this Agreement.

6. Proprietary of Confidential Information of the City

CfA understands and agrees that, in the performance of the program services under this Agreement or in contemplation thereof, CfA may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. CfA agrees that all information disclosed by the City to CfA that is flagged as confidential shall be held in confidence and used only in performance of the Agreement. CfA shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership of Results

Any interest of CfA, in specifications, studies, work product, intellectual property, reports, memoranda, computation documents prepared by CfA in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, CfA may retain and use copies for reference and as documentation of its experience and capabilities.

8. Audit

CfA shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance-related matters such as benchmarks and deliverables associated with this Agreement.

CfA shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to CfA under this Agreement.

In addition to the above, CfA agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

9. Agents/Brokers

CfA warrants that CfA has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of CfA working solely for CfA, to solicit or secure this Agreement, and that CfA has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For

breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

10. Assignment

CfA shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

11. Publicity

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

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

12. Title of Property

Title to all property, real and personal, acquired by the CfA from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. CfA acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The CfA shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the CfA shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

CfA shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the CfA shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, CfA shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

13. Insurance

Unless a written waiver is obtained from the City's Risk Manager, CfA must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached and incorporated herein by reference.

14. Indemnification

- a. Notwithstanding any other provision of this Agreement, CfA shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
- (i) Breach of CfA's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by CfA under this Agreement for a material matter;
 - (iii) Negligent or willful acts or omissions in the course of performance by CfA under this Agreement;
 - (iii) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of CfA;
 - (iv) Unauthorized use or disclosure by CfA of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "CfA" includes CfA, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give CfA prompt written notice of any such claim of loss or damage and shall cooperate with CfA in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.

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- d. Notwithstanding the foregoing, City shall have the right if CfA fails or refuses to defend City with counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due CfA in the amount of anticipated defense costs plus additional reasonable amounts as security for CfA's obligations under this Section 15. In no event shall CfA agree to the settlement of any claim described herein without the prior written consent of City.
 - e. CfA acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to CfA by City and continues at all times thereafter, without regard to any alleged contributory negligence of any Indemnatee. Notwithstanding anything to the contrary contained herein, CfA's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnatee.
 - f. All of CfA's obligations under this Section 14 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
 - g. The indemnity set forth in this Section 14 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of CfA in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.
 - h. This Section 14 is subject to the Limits of Liability outlined in 1.3 of the Schedule B.

15. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the CfA and its subcontractors shall pay undisputed invoices of their subcontractor CfAs for goods and/or services within twenty (20) business days of submission of invoices unless the CfA or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the CfA or its subcontractor and claimant, in which case the CfA or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Department of Contracting and Purchasing upon the filing of a complaint. CfA or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If CfA or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next CfA progress payment. The City, upon a determination that

an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

CfA and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. CfA and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, CfA and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, CfA is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

CfA and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://cces.oaklandnet.com/cceshome/> by clicking on the rightmost upper tab labeled Prompt Payment Ordinance. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Liaison, 510-238-6261, the Department of Contracting and Purchasing, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

16. Arizona and Arizona-Based Businesses

CfA agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

CfA acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

17. Dispute Disclosure

CfA is required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. CfA agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon CfA's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

18. Conflict of Interest

a. CfA

The following protections against conflict of interest will be upheld:

- i. CfA certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. CfA certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. CfA shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by CfA.
- iv. CfA warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. CfA shall exercise due diligence to ensure that no such official will receive such an interest.

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- v. CfA further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by CfA to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in CfA or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. CfA agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. CfA's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- vi. CfA understands that in some cases CfA or persons associated with CfA may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. CfA further understands that, as a public officer or official, CfA or persons associated with CfA may be disqualified from future City contracts to the extent that CfA is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. CfA shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, CfA understands and agrees that, if the City reasonably determines that CfA has failed to make a good faith effort to

avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement.

19. Non-Discrimination/Equal Employment Practices

CfA shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, CfA agrees as follows:

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

20. 20% Local and Small Local Business Enterprise Program (L/SLBE)

– *20% Participation Requirement* –

- i) Professional Services: There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more.
- ii) Construction Services: CfAs shall comply with the twenty percent (20%) local business participation requirement at a rate of twenty-five percent (25%) local and twenty-five percent 25% small local business participation.
- iii) The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s) or a small local certified firm may meet the twenty percent requirement. A business must be

certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.

– *Preference Points:*

- i) Oakland Presence - Local certified firms may earn a maximum of 2.5 additional preference points during the evaluation phase of the competitive process. Preference points are earned (regardless of business size or level of L/SLBE participation) for having a substantial presence in Oakland for 25 or more years.
 - ii) Oakland Resident Workforce – Firms may earn up to a maximum of five (5) extra preference points for having an existing work force that includes Oakland residents.
- b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c) Incentives – Upon satisfying the minimum fifty percent requirement, a consultant will earn a minimum of two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent (80%) of the total contract dollars attributable to local certified firms.
- d) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator’s Department of Contracting and Purchasing, along with a *copy* of the final progress payment application.
- e) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Department of Contracting and Purchasing, Social Equity Division prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- f) CfA shall submit information concerning the ownership and workforce composition of CfA’s firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- g) All affirmative action efforts of CfA are subject to tracking by the City. This information or data shall be used for statistical purposes only. CfA is required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or CfA and his or her job title or function and the methodology used by CfA to hire and/or contract with the individual or entity in question.

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- i. In the recruitment of subcontractors, the City of Oakland requires CfA to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
 - j. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires CfA to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

21. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then CfA must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors. i.e., consultants of the City. (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$11.70 with health benefits or \$13.45 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, CfA shall pay adjusted wage rates.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.75 per hour. CfA shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward

provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to <http://www.irs.gov>.
- e. CfA shall provide to all employees and to the Department of Contracting and Purchasing, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. CfA shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – CfA shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. CfA shall provide, upon request, a copy of said list to the Department of Contracting and Purchasing, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. CfA shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. CfA shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. CfA shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Department of Contracting and Purchasing.

22. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by CfA (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

CfA is subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the

treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

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

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

23. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, CfA must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

24. Nuclear Free Zone Disclosure

CfA represents, pursuant to **Schedule P, Nuclear Free Zone Disclosure Form**, that CfA is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, CfA shall complete **Schedule P**, attached hereto.

25. Political Prohibition

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

26. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

27. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

28. Governing Law

This Agreement shall be governed by the laws of the State of California.

29. Notice

Any notice required to be given hereunder shall be sent by certified or registered mail, postage prepaid, to the addresses set forth herein, and shall be deemed to be given and effective upon receipt.

City of Oakland
Office of the City Administrator
1 Frank H Ogawa Plaza
Oakland, CA
Attn: Mai-Ling Garcia

Code for America Labs, Inc.
155 9th Street
San Francisco, CA 94103
Attn: Meghan Reilly

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

30. Entire Agreement of the Parties

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

31. Modification

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

32. Severability/Partial Invalidity

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

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

33. Time of the Essence

Time is of the essence in the performance of this Agreement.

34. Commencement, Completion and Close out

It shall be the responsibility of CfA to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to CfA to enable CfA to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should CfA not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement with 30 days notice and time to cure.

Within thirty (30) days of completion of the performance under this Agreement, CfA shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of CfA to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by CfA.

35. Approval

If the terms of this Agreement are acceptable to CfA and the City, sign and date below.

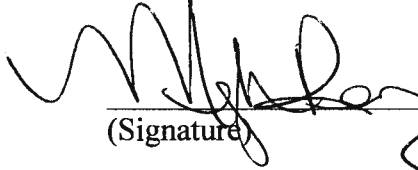
36. Inconsistency


If there is any inconsistency between the main agreement and the attachments/exhibits including Schedule A (Statement of Work) and Schedule B (Terms & Conditions), the text of the main agreement shall prevail.

City of Oakland,
a municipal corporation

Code for America Labs, Inc.

 8/25/14
(City Administrator's Office) (Date)

 8/25/14
(Signature) (Date)

 8/27/14
(Agency Director's Signature) (Date)

28034797
Business Tax Certificate No.

12/31/2014
Date of Expiration

Approved as to form and legality:

84998
Resolution Number

 8/15/14
(City Attorney's Office Signature) (Date)

2015002319
Accounting Number

SCHEDULE A
SCOPE OF SERVICES:
Digital Front Door Project, Phase I

The “Digital Front Door” is an open-source suite of code, documentation and techniques that cities can use to modernize their digital presence. Phase I is the planning phase of the Digital Front Door project, and will focus on providing the City with an *actionable set of opportunities, priorities and prototypes* for reimagining the website as a core function of City governance.

Phase I will last until on or about October 31, 2014, and has eight main deliverables:

- 1) *Digital dashboard.* At present, City employees have little to no knowledge about how their website is currently being used, or even how many people are currently using it. In order to change this, Code for America and the City of Oakland will launch a “Digital Front Door Dashboard” that will be made easily accessible to all City employees (and potentially the community as well), in order to shed light on the number and activities of residents currently using the website to interact with the City. This dashboard will include statistics about how many people are visiting the site, where they are going, and identify the search terms visitors to our site are using.
- 2) *Staff survey.* In order to successfully prioritize the work required, Code for America will conduct a survey of major City departments to learn how employees in each department currently publish information, content and services online; to better understand how and where these processes can be improved; identify how and where digital services are currently being used; and identify opportunities for new digital services that can improve the efficiency of City business processes. The results of this survey will be used to prioritize the order in which online services will be integrated and/or redesigned, so that areas of highest opportunity are identified throughout the project.
- 3) *Resident research.* Putting a focus on the needs of Oakland’s citizens is the core reason for doing any redesign. Jointly, the City and Code for America will strive to work with organizations inside and outside the city to do initial user research into the needs and perceptions from a wide and representative set of Oakland residents. This research will cover practical matters (i.e., what percentage of the population has regular access to a computer or a smartphone) but will also uncover deeper insights into the needs and expectations Oakland residents have regarding digital service delivery. This research will also factor into project prioritization, to ensure that what gets developed for the website meets the broader needs of both Oakland’s citizens and its government, rather than the narrower needs of City government alone.
- 4) *Initial prototyping.* In order to better demonstrate the results of the survey and research work done during Phase I, the Code for America team will develop initial prototypes for a new Oakland website, made publicly accessible as an “alpha” site at a different online location than the main Oakland website (and prominently labeled as such). The goal of the initial prototype work will not be to deliver fully functioning service applications, but instead to demonstrate nimble working practices to City employees and provide a foundation for any design and development work that follows. The prototype will serve as a test site to study user interaction

and information absorption success vis-à-vis different types of Web posting, design and architecture. This prototype will include the home page and several top-level pages, based on the prioritization work done as part of Phase I, and will be prototyped from the beginning in multiple languages. The prototype will include: modern, ADA-compliant design; easy navigation; better search capability; data-driven content; demonstrate integration with some of the City's existing enterprise-grade back-end systems and look and feel like Oakland. Code for America will also work with Oakland's Information Technology Department to come to agreement on the language of source code used and the content management system used for the Digital Front Door and develop a plan that will detail staffing needs, technical requirements and other maintenance issues and further develop the prototype beyond Phase I, regardless of whether or not the project continues into Phase II (see Final Recommendations below).

5) *RFP templates*. Code for America and the City will work together to develop a set of legal templates to be used during the procurement process in order to obtain services from local Oakland vendors to work on specific pieces of the site redesign process slated for Phase II—for example, a visual style guide that can be used during the redesign process.

6) *Training and training opportunities*. Code for America and the City will work together to identify and document opportunities for training that can be made available to City staff, and will develop a plan for implementing some portion of this training during the course of Phase I, and also make recommendations for what kinds of training would be of value during Phase II. Examples of what this training might include are: sessions about the principles of “design thinking” and lean start-up methodologies; brown bag meetings on the issues around digital literacy in Oakland and how to address it; and workshops that provide introductions to the specific skills that will be required to build a sustainable model for maintaining the new website beyond the end of this professional services agreement.

7) *Communications and outreach plan*. A key outcome of the partnership between Code for America and the City of Oakland is to help transform the way cities engage with their constituents through technology, using the Oakland website and the process used to redesign it as a model. As co-creators, Code for America and the City will develop and implement a co-branded communications strategy to highlight and promote the Digital Front Door model for other cities. The strategy will define the tools and outreach opportunities that will be used to showcase the work done in Phase I and II. At a minimum these would include targeted media interviews, blogs and presentations at relevant professional associations such as the Code for America Annual Summit, National Association of Government Webmasters, International City/County Management Association, National League of Cities and League of California Cities.

8) *Final recommendations*. Based on the experiences collected through all the above work, Code for America will complete the project by developing a report with specific recommendations for next steps that can be carried out during Phase II of the Digital Front Door project, or, if funding for Phase II is not approved, by the City once it is able to identify the necessary resources to complete the work. This will include providing DIT with documentation of the system requirements, source code language, maintenance requirements, content management system, and architecture of the prototype. The report will also detail the technical tools, staffing and associated costs needed to implement, integrate and maintain a Digital Front Door.

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The total cost for Phase 1 is \$75,000 and invoices will be send as follows:

Payment #1: \$45,000 Upon Signature of Agreement

Payment #2: \$15,000 On or about October 1, 2014

Payment #3: \$15,000 On or about October 31, 2014 (at conclusion of Phase 1)

At the conclusion of Phase I, Code for America and the City will have together outlined the approach that will allow Oakland to modernize and maintain its digital services, and will have provided a clear set of documentation that can be used to reshape the website as well as the City's approach to engaging with and maintaining it.

This work will be designed to anticipate continuing into Phase II, but will provide insight and value about Oakland's future digital opportunities. The parties agree to work together on the scope and terms for Phase 2 and shall raise any questions or concerns to the other party about finalizing Phase 2 as soon as reasonably possible and agree to try and find a mutually agreeable path forward to finalizing a Phase 2 engagement.

Schedule B

STANDARD TERMS AND CONDITIONS

1.1 Intellectual Property; Use of Materials. Unless specified otherwise in the SOW, any CFA deliverables under the program will be in the form of Open Source Software and the City of Oakland's use of the deliverables will be subject to Open Source Software license terms. CFA will provide the City of Oakland with the version of the Open Source Software license terms that are applicable to any deliverables. Open Source Software means software that consists of, contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, or pursuant to similar licensing and distribution models (e.g., GNU, Linux, Mozilla Public License, the Apache Software License, etc.).

1.2 Confidentiality. With respect to any information supplied in connection with the program and designated in writing by the delivering party as confidential, the receiving party agrees to: (i) protect the confidential information in a reasonable and appropriate manner; and (ii) use confidential information only to perform its obligations under the program. This confidentiality obligation shall not apply to information that is: (a) publicly known; (b) already known to the recipient; (c) disclosed to a third party without restriction; (d) independently developed; or (e) disclosed pursuant to a legal requirement or order.

1.3 Disclaimer of Warranties. THE CITY OF OAKLAND AND CFA EACH EXPRESSLY DISCLAIM, AND EACH EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY OR CONFIDENTIALITY MATTERS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CFA'S TOTAL LIABILITY RELATING TO THE PROGRAM SHALL IN NO EVENT EXCEED THE FEES CFA RECEIVES UNDER THIS AGREEMENT.

1.4 Indemnities.

(a) See Section 14 of the Agreement.

(b) The City of Oakland shall indemnify and hold harmless CFA from and against any and all Losses arising out of or relating to any material breach of any covenant, representation or warranty in this Agreement by the City of Oakland.

(c) CFA will have no obligations under this Section with respect to infringement or misappropriation Losses arising from (i) modifications to any CFA

deliverables by any party other than CFA; (ii) CFA deliverable specifications requested by the City of Oakland; (iii) the use of any CFA deliverables in combination with products or technology not provided by CFA; or (iv) the City of Oakland's failure to implement a revision to the CFA deliverables, which if implemented, would have avoided the infringement or misappropriation.

1.6 Termination.

(a) By CFA. If the City of Oakland materially breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by CFA to the City of Oakland, CFA may terminate this Agreement. Upon termination, CFA shall be entitled to receive payment of all amounts due under this Agreement through the effective date of termination. This amount shall be calculated from the date the last payment was made up to, and, including the last day of the notice period by calculating a pro rata portion of the Fee

(b) By the City of Oakland. If CFA materially breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by the City of _ Oakland to CFA, the City of Oakland may terminate this Agreement.

1.7 Non-Agency Relationship. No agency, partnership, joint venture or fiduciary relationship between City of Oakland and CFA is involved or created with respect to this Agreement.

1.8 Waivers and Amendments; Remedies. No amendment, modification, or waiver of any provisions of this Agreement, nor consent to any departure therefrom, will be effective unless the same shall be in writing and signed by an officer or manager, as the case may be, of each party hereto, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No failure on the part of a party hereto to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof. The remedies provided in this Agreement are cumulative and, unless otherwise expressly provided herein, not exclusive of any remedies provided by law.

1.9 Survival. The rights and obligations of the parties contained in these Standard Terms and Conditions will survive the termination or expiration of this Agreement.

1.10 Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to rules regarding conflicts of laws. The parties choose an arbitration hearing to govern the Agreement, in front of a single arbitrator under the rules of the American Arbitration Association, and any hearings shall take place in San Francisco, CA. The prevailing party in any enforcement action shall be entitled to recover costs and expenses including, without limitation, attorney fees.

1.11 Transferability. Neither Party shall be permitted to assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other Party hereto.

1.12 Severability. The illegality, invalidity or unenforceability of any part of this Agreement is not intended to affect the legality, validity or enforceability of the remainder of this Agreement. If any part of this Agreement is found to be illegal, invalid or unenforceable, the parties intend that this Agreement will be given such meaning as would make this Agreement legal, valid, and enforceable in order to give effect to the intent of the Parties.

1.13 Section Headings. The section headings of this Agreement are inserted for reference only and do not affect the meaning of this Agreement.

1.14 Construction. This Agreement shall be construed as if CFA and City of Oakland prepared all of its language jointly, and no ambiguity or uncertainty, which may be found herein, shall be construed against either CFA or City of ____ on the ground that either CFA or City of Oakland drafted or proposed the language in question.

1.15 Counterpart Originals. This Agreement may be executed in any number or counterparts, each of which when so executed and delivered shall be deemed an original, and all of which counterparts taken together shall constitute one and the same instrument.

1.16 Facsimile Signatures. This Agreement and any counterpart original thereof may be executed and transmitted by facsimile followed by mailing of the original. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.

1.17 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

1.18 On-going Software or Hosting Costs. Code for America will provide an environment for the City Oakland's solution to be developed and tested. It will be the responsibility of the City of Oakland to provide an environment for the solution after the term of this agreement. In addition, in the case where Code for America uses a software that has associated fees, those fees will be the responsibility of the City of Oakland after the term of this Agreement.



Schedule B-2 – Arizona Resolution

To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

- (1) Business Name Code for America Labs, Inc.
- (2) Business Contact Person: (Name/Title) CFO
- (3) Business Contact Person: (Phone/E-mail) meghan@codeforamerica.org
- (4) Business Headquarters Address 155 9th Street, San Francisco, CA 94103
- (5) Existing contracts with the City? ☐ Yes ☒ No If Yes, please list title and agency below:

- (6) The above named company is currently responding to the following contract opportunity:
Title: _____
Project Number: _____
Name of City Contact/Project Manager/Agency/Department Karen Boyd
Phone/ e-mail kboyd@oaklandnet.com

A

☒ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (Business Owner) _____

Date

8/28/14

B

☐ * I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed).

Signed (Business Owner) _____

Date _____

* Excerpt: (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility, and



COMBINED SCHEDULES

C-1, P, U & V

SCHEDULE C-1: Declaration of Compliance with the Americans with Disabilities Act.

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
 - B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
 - C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
 - D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
 - E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
 - F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
-

SCHEDULE P: Nuclear Free Zone Ordinance

I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, Contracts and Compliance (<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>). I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.

SCHEDULE U: Compliance Commitment Agreement

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a penalty equal to 1 and ½ times the shortfall.

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) a web based electronic payroll system to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current.

I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

SCHEDULE V: Affidavit of Non-Disciplinary or Investigatory Action

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

PLEASE NOTE: *By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in Schedules C-1, P, U and V.*

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

☒ **I am in compliance with the above referenced Schedules:**

8.18.14

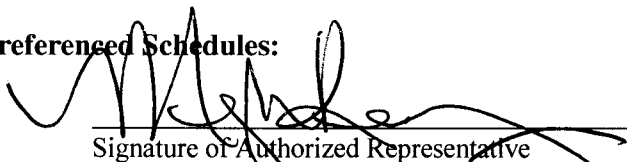
Date

CFO/COD

Type or Print Title

meghan@codeforamerica.org

Email



Signature of Authorized Representative

Meghan Reilly

Type or Print Name

415.625.9680

Contact Number

☒ **I am not in compliance with the following Schedule(s) _____.**

Date


Signature of Authorized Representative

Type or Print Title

Type or Print Name

Email

Contact Number



DEPARTMENT OF CONTRACTING AND PURCHASING
 Social Equity Division
 Phone: 510-238-3970 Fax: 510-238-3363

SCHEDULE D
OWNERSHIP, ETHNICITY and GENDER
QUESTIONNAIRE

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm or Individual Name Code for America Labs, Inc. Phone (415) 625-9633

Street Address 155 9th Street City San Francisco State CA Zip 94103 Federal ID # 27-1067272

City of Oakland Business License Number 28034791 Completed by: Meghen Kelly Phone if different from above _____

(Please check one and explain below)

☐ Self Employed, Name of Owner _____

☐ Partnership, General or Limited _____ Names of Partners _____

☐ Joint Venture, Names of Participants _____

☒ Corporation, State of Incorporation CA

Ownership Interests
 All owners must be listed
 in this information NO

Ethnicity	African American	American Indian/Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II: CERTIFICATIONS

Please attach a copy of the certification letter or provide the certification number and expiration date.

☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____

☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____

☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____

☐ Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____

☐ Other _____ Cert # _____ Expiration Date _____

Part III: Ethnicity and Gender of Employees

Employment Category	Total Employees	Male						Female					
		African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Hispanic	Other
Project Management	CA 14												2
Professional		1		1	12					2	12		
Technical		1		1	13			2		5	9	1	1
Clerical													
Trades													

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

I declare under penalty of perjury that the foregoing is true and correct. Signature _____

Print Name Maureen Reilly Title CEO Date 8.13.14

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

N/A XB

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Note:

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

Company Name:

Date 8.18.14



OKLAND
OK/NE

~~Signed:~~

[illegible]

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only. Attach additional page(s) if necessary.

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

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

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving:

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

Individuals, Businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland?

No ☒ Yes ☐ (check one)

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

Administering Department/Division: _____

Issues: _____

(check) ☐ Additional Disputes listed on Attachment

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature:  _____

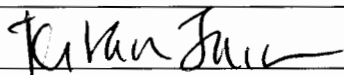
Print Name: Meghan Reilly

Title: CFO/COO Date: 8/18/2014

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date _____



 City Attorney/Assistant City Attorney/
 Deputy City Attorney

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Code for America Labs, Inc.

SSN or Corporate Taxpayer ID No. of Contractor 27-1067272

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 199__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		X
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. <u>Location to be determined</u> _____	X	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract 2.5 months (Feb 1, 2015 - Nov 15, 2015) _____	X	
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		X

Schedule M

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract. <u>nov 1, 2015</u>	X	
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____	X	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>unreimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____	X	
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. <u>Federal Tax ID 27-1067272</u>	X	
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. _____	X	
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____	X	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____ _____		X
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____	X	
15. Within the past two years have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____ _____		X
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____ _____		X

	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate #) <u>415 625 9633</u>	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.	X	
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?	X	
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		X
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. <u>na</u>		

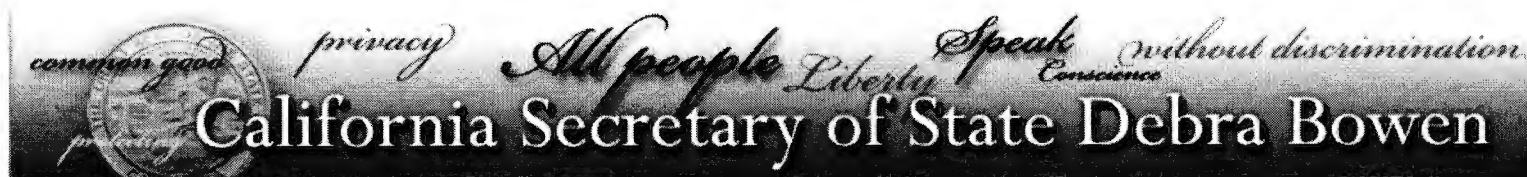
I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

8.18.14

Date

[Signature]
Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. _____



Secretary of State

Administration

Elections

Business Programs

Political Reform

Archives

Registries

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 26, 2014. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CODE FOR AMERICA LABS, INC.
Entity Number:	C3110506
Date Filed:	09/25/2009
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	155 9TH STREET
Entity City, State, Zip:	SAN FRANCISCO CA 94103
Agent for Service of Process:	MEGHAN REILLY
Agent Address:	155 9TH STREET
Agent City, State, Zip:	SAN FRANCISCO CA 94103

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

SCHEDULE M

**PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED
BY REQUESTING DEPARTMENT**

Contracting Dept. or Agency City of Oakland, City Administrator's Office
 Dept. or Agency Liaison Mai-Ling Garcia (Ext. x2105)
 Name of Contractor Code for America
 Contractor EIN or SSN 27-1067272

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract.

1. Briefly describe the work to be performed by the Contractor. The contractor will develop an open-source suite of code, documentation and techniques that cities can use to modernize their digital presence. Phase I of the project is the planning phase tha will focus on providing the City with an actionable set of opportunities, priorities and prototypes.
2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? The Contractor will perform all services outlined in this agreement.
3. Do you intend to give the Contractor instructions on how to do the work under the contract? No. The Contractor will be given the goals and desired outcomes and will establish a work plan.
4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. Weekly meetings will be held with the Contractor to monitor the and ensure that deadlines are met.
5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? The first phase of the digital front door project will end October 2014.
6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). The contractor will perform the bulk of work functions at the Contractor's own offices, except for meetings and interviews with City Staff and/or members of the community.
7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? Yes, all services performed are distinguishable from duties performed by City employees.
8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.)
9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. No, the contract will not be paid on an hourly basis.

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)

10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe _____

The Contractor will be paid on a total project basis as described in the Scope of Service- (Sch A).

11. Over how long a period of time will services under this contract be performed?
The contractor will provide services through October 2014.

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time _____
The services will not require 100 percent of the Contractor's time.

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. _____
The City is not requiring the Contractor to perform services on fixed days of the week or to operate fixed hours.

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof?

No, the Contractor will not be required to keep hourly records or time cards for employees.

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract?

No.

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?

No.

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. _____

Weekly meetings will be held with the Contractor to monitor the progress of the project.

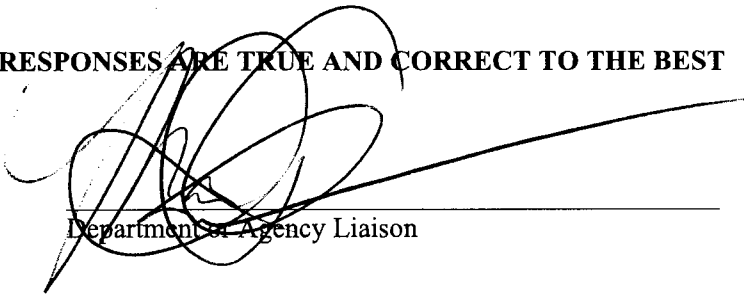
18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below:

Contractor has National and International expertise in redesigning government digital services.

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

8/22/2014

Date


Department of Agency Liaison

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)

10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe _____

The Contractor will be paid on a total project basis as described in the Scope of Service- (Sch A).

11. Over how long a period of time will services under this contract be performed?
The contractor will provide services through October 2014.

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time _____
The services will not require 100 percent of the Contractor's time.

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. _____
The City is not requiring the Contractor to perform services on fixed days of the week or to operate fixed hours.

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof?

No, the Contractor will not be required to keep hourly records or time cards for employees.

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract?

No.

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?

No.

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. _____

Weekly meetings will be held with the Contractor to monitor the progress of the project.

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below:

Contractor has National and International expertise in redesigning government digital services.

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

8/22/2014

Date



Department of Agency Liaison



Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) agree as described in Section 3-C "Health Benefits" of the Ordinance, to pay employees a wage no less than the minimum compensation of \$12.27 per hour with health benefits, or \$14.10 per hour without benefits and to provide for annual increases pursuant to Section 3-A "Wages" of the Ordinance. **Note: Effective July 1, of each year, Contractor shall pay the adjusted wage rates.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>, for current guidelines as prescribed by the Internal Revenue Service and (2) the Earned Income Tax Outreach Kit at <http://eitcoutreach.org>.
- (c) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (d) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	64
(2) How many of your permanent employees are paid above the Living Wage rate?	64
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to item "a" above)	
(5) Number of trainees in your company?	0
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	0

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

Code for America Labs, Inc.

Company Name

155 9th St. San Francisco CA 94103

Address

(415) 625-9633

Phone

meghan@codeforamerica.org

Email Address

Signature of Authorized Representative

Meghan Reilly

Type or Print Name

CEO/COO

Type or Print Title

8.18.14

Date

**Schedule N-1: Equal Benefits – Declaration of
Nondiscrimination/Equal Access**
(Completed by the Prime Contractor ONLY)

Section A. Vendor/Contractor/Consultant/CFAR¹ Information

Name of Company Code for America Labs, Inc.
Name of Company Contact Meghan Reilly
Address Street 155 9th St.
City San Francisco State CA Zip 94103
Phone 415.625.9633 Fax 415.779.4127 Email meghan@codeforamerica.org
Vendor number _____ Federal ID or Social Security Number 27-1067272
Approximate Number of Employees in the U.S. 70
Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No
(Please circle one)
Union name(s) _____

Section B. Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) Yes No

Does your company provide or offer access to any benefits to employees with domestic partners²? (Please circle one) Yes No

Section C. Compliance

Please check each benefit that applies

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

¹ CFAR is a City Financial Recipient

² Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry



City of Oakland

Equal Benefits Ordinance **Certificate of Compliance** *is hereby awarded to* **Code for America Labs, Inc,**

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Shelley Dorensburg
Shelley Dorensburg
Senior Contract Compliance Officer

10-04-17
Date



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an ☒ Original ☐ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Code for America Labs, Inc. Phone (415) 625-9633

Street Address 155 9th Street City San Francisco, State CA Zip 94103

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Signature

Meghan Reilly

Print Name of Signer

Date

8/18/14

CFO/COO

Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ____/____/____ By _____

Date Entered on Contractor Database: ____/____/____ By _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thoits Insurance Service Inc. Lic #0243213 160 W. Santa Clara St. 12th Fl San Jose CA 95113	CONTACT NAME: Catherine Gabriel													
	PHONE (A/C No. Ext): (408) 792-5400 FAX (A/C No.): (408) 792-3633													
INSURED Code for America Labs, Inc. dba Code for America 155 9th Street San Francisco CA 94103	E-MAIL ADDRESS: catherine.gabriel@nfp.com													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Sentinel Ins Co Ltd</td><td>11000</td></tr><tr><td>INSURER B: Beazley Insurance Company</td><td>37540</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Ins Co Ltd	11000	INSURER B: Beazley Insurance Company	37540	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
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COVERAGES**CERTIFICATE NUMBER:** 14-15 GL/AU/EXC/E&O**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		57SBABF4789	8/3/2014	8/3/2015	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBABF4789	8/3/2014	8/3/2015	COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Liability \$ 1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$		57SBABF4789	8/3/2014	8/3/2015	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
B	Professional Liability		V11DFB140401	8/24/2014	8/24/2015	\$1,000,000 each claim \$2,500 Ded.
	Errors & Omissions					\$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract/Agreement

City of Oakland, Councilmembers, directors, officers, agents and employees and volunteers are named as Additional Insured as respects General Liability per Form SS0008 0405 attached. General Liability Primary & Non-Contributory applies per Form SS0008 0405 (pg 17) attached. (Form CIR attached)

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland
One Frank H. Ogawa Plaza
Oakland, CA 94612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Melendez/MMELEN

COMMENTS/REMARKS

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

THOITS INSURANCE SERVICE, INC.
CA LICENSE #0243213
160 WEST SANTA CLARA STREET, 12TH FLOOR
SAN JOSE, CA 95113
TELEPHONE: (408) 792-5400
FAX: (408) 792-3695

COMMENTS/REMARKS

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

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FAX: (408) 792-3695

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

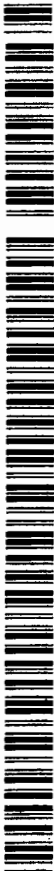
If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

08604

*2500257BF47890101





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department	
	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021
E-MAIL ADDRESS: work.comp@trinet.com		
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Code for America Labs (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Commerce & Industry Ins Co	
	INSURER B: Illinois National Ins Co	
	INSURER C: Ins Co State of Penn	
	INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA	
	INSURER E: New Hampshire Ins Co	
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X	060324215 (MO)	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	\$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L.DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000
							See attached Waiver of Subrogation in favor of certificate holder	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 942J / 9T5

Waiver of Subrogation in favor of: City of Oakland, Councilmembers, directors, officers, agents, employees and volunteers

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER**CANCELLATION**City of Oakland
Office of the City Administrator
1 Frank Ogawa Plaza
Oakland, CA 34612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department		
	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021	
	E-MAIL ADDRESS: work.comp@trinet.com		
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for Code for America Labs 9000 Town Center Parkway Bradenton, FL 34202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA		19445
	INSURER E: New Hampshire Ins Co		23841
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X	060325879 (CA) 060333005 (UT)	07/01/2014 07/01/2014	07/01/2015 07/01/2015	X WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
See attached Waiver of Subrogation in favor of certificate holder							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 942J / 9T5

Waiver of Subrogation in favor of: City of Oakland, Councilmembers, directors, officers, agents, employees and volunteers

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland Office of the City Administrator 1 Frank Ogawa Plaza Oakland, CA 34612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Oakland Councilmembers, directors, officers, agents, employees and volunteers
1 Frank Ogawa Plaza

Oakland CA 34612

TriNet Client Number: 942J / 9T5

Client Name: Code for America Labs

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

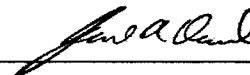
Endorsement Effective **See Accompanying Certificate**
Insured: TriNet HR Corp.
and all its affiliates & subsidiaries

Policy No.
See Accompanying Certificate

Endorsement No.
Premium \$

Insurance Company: **See Accompanying Certificate**

Counter Signed By



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective **See Accompanying Certificate** 12:01 AM forms a part of Policy No. **See Accompanying Certificate**

Issued to TriNet HR, Corp. and all its affiliates & subsidiaries*

By **See Accompanying Certificate**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be --- % of the total estimated workers compensation premium for this policy.

Schedule

City of Oakland, Councilmembers, directors, officers, agents, employees and volunteers
1 Frank Ogawa Plaza

Oakland, CA 34612

TriNet Client Number: 942J / 9T5
Client Name: Code for America Labs

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Oakland Councilmembers, directors, officers, agents, employees and volunteers
1 Frank Ogawa Plaza

Oakland CA 34612

TriNet Client Number: 942J / 9T5
Client Name: Code for America Labs

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **See Accompanying Certificate**
Insured: TriNet HR Corp.
and all its affiliates & subsidiaries

Policy No.
See Accompanying Certificate

Endorsement No.
Premium \$

Insurance Company: **See Accompanying Certificate**

Counter Signed By 

WC 00 03 13
(Ed. 4-84)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

City of Oakland Councilmembers, directors, officers, agents, employees and volunteers
1 Frank Ogawa Plaza

Oakland, CA 94612

TriNet Client Number: 942J / 9T5

Client Name: Code for America Labs

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

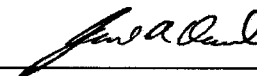
Endorsement Effective **See Accompanying Certificate**
Insured: TriNet, HR Corp.
and all its affiliates & subsidiaries

Policy No.
See Accompanying Certificate

Endorsement No.
Premium \$

Insurance Company: **See Accompanying Certificate**

Counter Signed By



2014 MAY -1 PM 3:20

OAKLAND CITY COUNCIL

84998

Resolution No. _____ C.M.S.

RESOLUTION 1) AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CODE FOR AMERICA FOR PHASE I AND AN OPTION TO EXTEND THE AGREEMENT FOR PHASE II OF THE "DIGITAL FRONT DOOR" PROJECT WHICH WOULD MODERNIZE OAKLAND'S DIGITAL PRESENCE AND SERVICE DELIVERY FOR AN AMOUNT NOT TO EXCEED \$75,000 FOR PHASE I, AND FOR AN AMOUNT NOT TO EXCEED \$125,000 FOR PHASE II IF THE COUNCIL ALLOCATES FUNDS IN THE FY 2014-15 POLICY BUDGET FOR PHASE II; AND 2) WAIVING THE REQUEST FOR PROPOSALS/QUALIFICATIONS PROCESS REQUIREMENT

WHEREAS, Code for America is a nonprofit 501(c)(3) corporation with an international mission to empower residents and governments by harnessing technology that promotes civic engagement and forward-thinking approaches to government; and

WHEREAS, now in its fourth year as a civic technology start-up, Code for America has recently committed to embarking on multi-year engagements with cities that have completed a successful fellowship year (Fellowship 1.0); and

WHEREAS, Code for America and the City of Oakland completed Fellowship 1.0 in 2013 with the successful design and deployment of RecordTrac, a lightweight technology tool that brings greater openness, efficiency and participation to local government; and

WHEREAS, in recognition of our work together in 2013, the City has been invited to partner with Code for America in a unique public-private partnership, the first of its kind, referred to as Code for America Fellowship 2.0, that will provide specialized professional services to the City in creating a "Digital Front Door" to City Hall; and

WHEREAS, this project is an opportunity to recognize and respond to how citizens want City services delivered through the City's website, puts citizens at the center of service delivery and designs around them, and bridges the digital divide to reach deeper and wider into areas of the community we may not be currently serving; and

WHEREAS, after many years of budget cutbacks and service and staff reductions, the City administration is seeking ways to redesign how the City delivers digital services, optimize the use of technology and increase efficiency; and

WHEREAS, Code for America Fellowship 2.0 is unique in that it will provide an opportunity for the City to further integrate lessons learned during the 2013 Fellowship; apply agile development approaches to a practical, tangible project with Citywide impact; enhance the digital literacy of the

City workforce; expand the City's collaboration with its community; promote open and transparent government; leverage comparative expertise from Code for America's Peer Network and Gov.UK, the global leader in redesigning government digital services; create a sustainable public sector information website with ongoing staff training; and share a model that emerges out of this partnership with cities nationwide; and

WHEREAS, Code for America Fellowship 2.0 furthers Oakland's commitment to Open Government, transparency and innovation, and identifies web-based solutions to break down cumbersome bureaucratic processes and emerge with better systems that will help reduce costs, increase efficiency and provide better services to the public, thereby boosting productivity and enhancing engagement with citizens; and

WHEREAS, Code for America will provide specialized services including digital literacy training, designing, researching and implementing this "Digital Front Door" and leverage its relationships with other public sector agencies including cities in the Peer Network and Gov.UK; and

WHEREAS, Oakland Municipal Code section 2.04.020.B requires Council approval of contracts for technology-related professional services in excess of \$15,000; and

WHEREAS, Oakland Municipal Code section 2.04.051.A requires the City Administrator to conduct a request for proposals/qualifications (RFP/Q) process for professional services contracts in excess of \$25,000 and Oakland Municipal Code section 2.04.051.B allows Council to waive the RFP/Q requirements upon a finding by the Council that it is in the best interest of the City to do so; and

WHEREAS, City staff recommends waiving the RFP/Q requirements for this contract because of the unique opportunity presented to forge an innovative public-private partnership expanding on the foundation and success of the 2013 Code for America Fellowship; and

WHEREAS, Code for America has worked side-by-side with dozens of cities nationwide—including municipalities on the cutting edge of civic innovation like Boston, Philadelphia and New York—to focus on "building a government by the people, for the people, that works in the 21st century;" and

WHEREAS, the Code for America team brings unparalleled expertise and a broad national perspective on how local governments are changing through innovative approaches to technology and design; and

WHEREAS, no other partner organization provides the breadth of experience nor the specialization in implementing transparent, open-source digital services into local governments as Code for America; and

WHEREAS, their commitment to openness and transparency is evident in their focus on sharing best practices for redeployment nationwide; and

WHEREAS, City staff also recognizes that focusing on civic innovation and enhancing use of technology will help the City build an entrepreneurial ecosystem that uses data and technology as a catalyst for economic development and growth; and

WHEREAS, the City Administrator has determined that this contract is of a professional, technical and temporary nature and shall not result in the loss of employment or salary of any City staff since no City staff person or group possesses the specific skills, experience or expertise identified as

necessary to implement this "Digital Front Door" project; and

WHEREAS, funding in the amount of \$75,000 for Phase I of Code for America Fellowship 2.0 was approved by the City Council as part of the FY 2013-14 budget-balancing action taken on March 18, 2014 (Resolution No. 84897), as an initial investment for redesigning the City's website, and funds are available in the General Fund (1010), City Administrator: Administration Organization (02111), Website Redesign Project (A218210); and

WHEREAS, staff will be requesting an additional amount of \$125,000 of funding for Phase II of Code for America Fellowship 2.0 as part of the 2014-15 Midcycle Budget process; provided, however, if Council does not approve such funding, then Code for America Fellowship 2.0 will be limited to Phase I; now, therefore, be it

RESOLVED: the Oakland City Council hereby awards a professional services agreement to Code for America for Phase I and an option to extend the agreement for Phase II if Council identifies and approves such funding for Phase II of the "Digital Front Door" project--which will provide an open-source suite of code, documentation and techniques that Oakland can use to modernize its digital presence and service delivery--in an amount not to exceed \$75,000 for Phase I and in an amount not to exceed \$125,000 for Phase II; and be it

FURTHER RESOLVED: that the City Administrator shall propose funding in the amount of \$125,000 for Phase II of the contract in the FY 2014-15 Policy Budget, and shall proceed with Phase II **only** if the Council approves such funding; and be it

FURTHER RESOLVED: that pursuant to OMC 2.04.051.B and the for the reasons stated above and in the City Administrator's report accompanying this item, the City Council finds that it is in the best interests of the City to waive the Request for Proposals/Qualifications (RFP/Q) requirements for this contract and so waives the requirements; and be it

FURTHER RESOLVED: that based on information provided by the City Administrator, the Council finds that this contract is of a professional, technical and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive civil service.

MAY 20 2014

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2014

PASSED BY THE FOLLOWING VOTE: ~~BROOKS, GALL, GIBSON~~ McElHenny, KAIB, KAPLAN

AYES - 6

REID, SCHAAF, KERNIGHAN - 6

NOES - 0

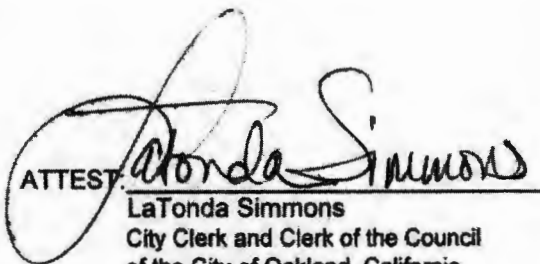
ABSENT -

Gallo - 1

ABSTENTION -

Brooks - 1

ATTEST


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