

LICENSE AGREEMENT
1689 20th Street (Raimondi Park)
(Oakland Ballers Baseball Club, Inc.)

This License Agreement (“**Agreement**”) is effective as of the date signed by the City (“**Effective Date**”), by and between the City of Oakland, a municipal corporation (“**Licensor**” or “**City**”), and the Oakland Ballers Baseball Club, Inc., a Delaware corporation (“**Licensee**,” “**Contractor**,” or “**Ballers**”).

RECITALS

This Agreement is made with respect to the following facts:

- A. Licensor owns a baseball field, restrooms, and bleacher area (“**Premises**”) located at 1689 20th Street, Oakland, CA 94607 (APN 007-0568-00100) known as Raimondi Park (“**Property**”), as shown on and attached hereto as **Exhibit A**.
- B. Licensee is a professional baseball team that has provided approximately \$1.6 million dollars of improvements to the Premises (“**Improvements**”) as part of that right of entry agreement and License Agreement between the parties dated March 14, 2024 and May 3, 2024, respectively, for minor repairs and maintenance to the Premises, to support its 48 home games and playoff games for the 2024 baseball season, pursuant to Ordinance No. 13791 C.M.S. adopted by the Oakland City Council on April 29, 2024.
- C. In addition to the Improvements, Licensee proposes to facilitate youth teams’ use of the upgraded facilities and encourage community-centered activities on the Premises, such as complimentary movie nights open to the public, as well as provide specialty field maintenance on game days, including trash and debris pick-up (“**In-Kind Benefits**”), as further described and attached hereto as **Exhibit E**.
- D. The non-exclusive and temporary use of the Premises by Licensee for community benefitting uses does not authorize development, and thus is not a disposition of surplus property under Government Code section 54220 *et seq.*
- E. On February 12, 2025, the Oakland Parks and Recreation Advisory Committee (PRAC) approved and recommended a minor Conditional Use Permit (Minor CUP), and the City Planning and Building Department, Bureau of Planning, administratively approved the Minor CUP and minor variance on March 4, 2025.
- F. Licensee has submitted an application for a special event permit and/or entertainment venue permit (“**Permit**”) and the full use of the Premises as contemplated herein will require issuance of a Permit.
- G. This Agreement is authorized pursuant to Ordinance No. 13839 C.M.S. adopted by the Oakland City Council on May 6, 2025.

H. On May 7, 2025, the Oakland Planning Commission approved the Ballers application for a major Conditional Use Permit (Major CUP) for signage, attached and incorporated herein as **Exhibit C**.

I. Licensee's proposed improvements and use of the Premises for baseball games is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15301 (existing facilities), 15304 (minor alterations of land; temporary uses), 15303 (small structures), 15308 (protection of the environment), and 15183 (projects consistent with General Plan and Zoning).

J. Licensor wishes to grant to Licensee the right to use the Property, subject to the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the foregoing, which are incorporated herein by reference, the mutual covenants and undertakings described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Premises. The Premises to be licensed is an approximately 211,666 square feet City-owned baseball field and immediately surrounding grounds and public restroom ("Premises") located at 1689 20th Street, Oakland, CA (APN 007-0568-00100) known as Raimondi Park ("Property") as shown on and attached hereto as **Exhibit A** (the "**Premises**").

2. License. Licensee has previously undertaken certain improvements on the Premises to support its home baseball games and agrees to undertake additional capital improvements, including durable perimeter fencing, batting cages, new outfield wall and new restroom, concessions and merchandise facilities ("**Improvements**"). Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive license to use and occupy the Premises during the Term.

3. Term. Unless earlier terminated in accordance with the terms hereof, the "**Term**" of this Agreement shall commence on May 7, 2025 (the "**Commencement Date**") and shall terminate after ten (10) years on May 6, 2035 (the "**Expiration Date**").

a. **Extension.** Any additional extensions of the Term are subject to the prior approval and authorization of the Oakland City Council pursuant to Chapter 2.42 of the Oakland Municipal Code.

b. **Termination.** During the Term, Licensee may unilaterally terminate this Agreement for any reason or for no reason, upon thirty (30) days' written notice to Licensor stating Licensee's intention to terminate this Agreement and the date such termination shall occur, after which this Agreement shall terminate in accordance with Section 19 below. During the Term, Licensor may unilaterally terminate this Agreement pursuant to the Default provisions set forth in Section 20.

c. Holding Over. Licensee shall have no right to holdover past the Expiration Date or earlier termination of this Agreement. If Licensee fails to vacate the Premises by 11:59 p.m. on the Expiration Date or earlier termination of this Agreement, in the condition required in Section 11, then this Agreement shall, if Licensor provides prior written consent, in Licensor's sole and absolute discretion, continue as a month-to-month license, and Licensee shall become a holdover licensee subject to the terms and condition of this Agreement. During any such holdover period, Licensee shall pay Licensor One Hundred Fifty Percent (150%) of the then-applicable Licensee Fee per month in advance by no later than the first (1st) day of each month of such holdover term. During the holdover period, Licensor and Licensee shall each be entitled to terminate this Agreement with thirty (30) days' written notice to the other party, and thereafter, the License shall terminate on the thirtieth (30th) day following the date of the notice. If Licensor does not provide prior written consent to such hold over, then this Agreement shall terminate immediately and Licensee shall have no right to remain on the Premises, and Licensor shall be entitled to every right and remedy under law and in equity to prevent Licensee from occupying the Premises.

4. Use. For the Term, Licensee shall use the Premises for no other purpose than to provide improvements, maintain and manage the Premises for public use, host baseball games for the public in the manner specified and described in this Section 4, and host other community events for the public that are typical for an entertainment venue, such as movie nights, community activations, symphony nights, festivals and fairs (the "**Permitted Use**"). This Agreement shall not in any way whatsoever establish any permanent interest or right in said Premises. The use by Licensee is subject to the following terms and conditions:

a. Restricted Uses. Except with the prior written consent of Licensor, Licensee shall restrict its use of the Premises to the following:

- (i) Providing and constructing Improvements to the Premises in a commercially reasonable timeframe as set forth in **Exhibit B** in compliance with all applicable state and local policies attached and incorporated herein as **Exhibit D**.
- (ii) Use of the Premises to support its regular season home games and potential playoff games ("**Home Games**") for the 2025-2034 baseball seasons in compliance with the Permit issued for this use and such other terms and conditions as Licensee may elect, including selling tickets to such Home Games. Licensee will provide notice of any playoff games to Licensor.
- (iii) Licensee must provide accessible dedicated public restrooms during the baseball season for home games, practices and events, as well as to the City and user groups of the Property, in a manner reasonably consistent with Licensee's use of the Premises for the Permitted Use.
- (iv) Partnering with local businesses to provide concessions and local food trucks on game nights and community-centered activities free and open to the public, such as movie nights.

- (v) Providing In Kind Benefits, including additional sports-related programming such as youth workshops for little league baseball teams, in material conformance with the terms as incorporated herein as **Exhibit E**. Licensee shall submit an annual report on attendance, public use, and community benefits provided pursuant to **Exhibit E**.
- (vi) Managing and facilitating public access to the Premises to the maximum practical extent.
- (vii) Providing twenty-four hour, seven days a week security to the Premises and Property.
- (viii) Providing pre- and post-game field maintenance and repairs as needed during the season and the off season.
- (ix) Providing maintenance and repairs to Premises during the season and the off season.
- (x) Licensee's use of the Premises for Permitted Uses shall begin no earlier than 8:00 AM and shall conclude by certain evening hours on weekdays and weekends as consistent with the applicable Permit(s).
- (xi) Notwithstanding the foregoing, Licensee shall obtain all permits and approvals required by required by law with respect to its use of the Premises and the Permitted Use, including but not limited to City Zoning Rules and Regulations and all statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements, including but not limited to, any limitations on the sale of alcoholic beverages during games, sound or noise restrictions, and the American Disabilities Act ("ADA") as such are in effect during the Term or any part thereof applicable to the Premises and Licensee's use and Licensee's use thereof. Licensee shall not use or permit the use of the Premises in any manner that may create waste or a nuisance or disturb other tenants or occupants of the Property or of any surrounding properties. Failure to comply with this sub-section following the cure period described below shall be considered a material breach of this License entitling City to all rights and remedies available under this License and at law or in equity. If Licensee's use and activities at or about the Property or Premises are deemed to create a nuisance, then following written notice to Licensee and a five (5) day period to cure, and Licensee's failure to remedy the nuisance within such period, City may require Licensee to take immediate actions to mitigate the nuisance to City's satisfaction.

b. Security. During the Term, Licensor shall have no responsibility for providing any security, cameras, or lighting at or about the Premises. Licensee assumes all responsibility for the protection of Licensee and all Licensee Parties, as defined in Section 9, from acts of third parties, and shall indemnify, defend (with counsel acceptable to Licensor), and hold harmless Licensor and Licensor Parties from claims related to failure to provide any or adequate security; provided that such indemnification will only apply to Licensor and the Licensor Parties in their capacities as the owner of the Premises and not in any other capacity. Any provision of security services provided by City, acting as the land owner, shall not constitute acceptance of liability for acts on the Premises. Licensor authorizes Licensee to secure the Premises when the Property

is otherwise closed to the public. Licensee shall provide a means by which the Licensor can access the secured property at any time, such as by providing a key to Licensor. Licensee shall not add or change locks on the Premises, or otherwise impede Licensor's access to the Premises, without obtaining the advance written approval of Licensor and providing Licensor with a method of ongoing access to the Premises.

c. Maintenance Responsibilities. Licensee agrees to provide maintenance of the Premises at no cost to City. The maintenance responsibilities shall include but not limited to regular removal of trash and other debris, graffiti removal, as-needed fence repair and field maintenance, as further described in Section 12.

d. Vehicle Storage Restrictions. No vehicles may be stored, serviced, repaired, or restored on the Premises without the advance written consent of Licensor, provided that Licensor hereby consents to Licensee's storage of an out-of-service BART train car golf carts and lawn maintenance vehicles, subject to all code, environmental, and permitting requirements. In the event any vehicle is parked, abandoned, or stored in areas other than those permitted hereunder, Licensee shall pay Licensor a storage payment in the amount of One Hundred Dollars (\$100) per vehicle per day for the number of days the vehicle is parked or stored. In addition to such other rights and remedies that Licensor may have, Licensor may, without notice to Licensee, remove or tow away the items parked or stored in contravention of this Agreement and charge the cost of such removal or towing to Licensee, which cost shall be immediately due and payable upon Licensor's demand therefor.

e. Public Access. Licensee shall provide and manage a public use reservation system year-round for the Premises. Licensee is permitted to collect and keep reservation and use fees in accordance with the fee structure set forth in and incorporated herein by **Exhibit F** for third-party use of the Premises. Licensee shall facilitate access to and use of the locker room, restroom, scoreboard, and public address system. The parties intend that the improved Premises be available for use by the public on days when Licensee is not using the Premises for Home Games, provided that Licensor acknowledges and agrees that use of the Premises other than the baseball field itself (e.g., the scoreboard) may require Licensor or its designee to coordinate directly with Licensee regarding such use. Licensee's primary contact shall be reachable by email at reservations@oaklandballers.com (currently monitored by Laura Geist) and Licensee shall assist Licensor with coordinating limited access to use of Licensee's personal property for public events. The general public shall not be wholly or permanently excluded from any portion of the Property, except as set forth in this Section 4. Licensee may develop reasonable restrictions for use of the Premises provided they are consistent with the rights of the general public and are designed to allow the Licensee to use the Premises for the Permitted Use, including requiring reservations for use of the Premises except during designated open play times for the public, which must occur a minimum of twenty-five (25) days per year, or more given sufficient demand. During the Season, Licensee shall make the Premises reservable for use by clinics, camps, Oakland Unified School District (OUSD) or other youth baseball games, and community events. Licensor acknowledges and agrees that Licensee may reasonably charge users for value added services not reflected in **Exhibit F**, such as but not limited to baseball equipment rental, coaches and other add-on offerings.

f. Signs. Licensee may install business and advertising signs (“**Advertising Signs**”) pursuant to a Signage Plan set forth in **Exhibit C**, as approved by the City as landlord and permitted through the Major Use Permit process, pursuant to Section 17.11.090 of the Oakland Planning Code. Licensee shall install any approved signage at Licensee’s sole expense and in compliance with all applicable laws, including but not limited to the following: (i) no signage may advertise alcohol, drugs, pharmaceuticals or firearms; (ii) signage may only advertise products sold on-site or show the name of a private enterprise acting as a principal provider as a part of an agreement with a City agency; and (iii) signs shall generally be consistent with the limitations established for Business and Advertising Signs in Chapter 17.104 of the Oakland Planning Code, but some departure from these requirements may be considered on a case-by-case basis. This Agreement shall serve as the agreement by which private enterprises may act as principal providers of cash or in-kind contributions toward public park facilities and/or programs pursuant to subpart (ii) above thereby allowing Licensee to advertise such private enterprises on Advertising Signs. Licensee shall not damage or deface the Property in installing or removing signage and shall repair any injury or damage to the Property caused by such installation or removal.

g. Prohibited Uses. All uses not otherwise permitted by this Agreement are prohibited. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises or cause the cancellation of any insurance on the Premises, or that would constitute a fire hazard as determined by the City Fire Prevention Bureau. Licensee shall not commit, or allow to be committed, any waste upon the Premises, or any public or private nuisance. Throughout the Term, Licensee will not encroach on any areas of the public right-of-way without the prior written consent of Licensor.

h. No City Representations. City makes no representation or warranty regarding either the lawfulness of the Permitted Use, including without limitation whether any or all of the Permitted Use are permitted under applicable land-use laws, or as to the suitability of the Premises for any or the Permitted Use or any particular use.

5. License Fee, Administrative Processing Fee, Other Fees.

a. License Fee. As consideration for this Agreement and In-Kind Benefits provided, Licensee shall (i) provide the program services, maintenance and security on the Premises as described; and (ii) on the first (1st) day of each month during the Term, without offset or deduction, pay Licensor a base rent of One Thousand Dollars (\$1,000) per month (the “**License Fee**”), which shall increase by Three Percent (3%) annually and be subject to re-appraisal in five (5) years. Licensee may claim a credit toward the License Fee for up to fifty percent (50%) of the cost of Licensee’s capital improvements, which credit may be applied to any month until such credit is exhausted. Licensee should submit any such claim to Licensor in writing with documentation of the associated costs.

b. Additional Rent. As additional consideration for this Agreement, Licensee shall pay Licensor on a quarterly basis additional rent of (i) Fifty Cents (\$0.50) per paid admission sold after May 6, 2025 (“**Ticket Surcharge**”), which shall increase by Three Percent (3%) annually and shall be subject to re-negotiation in five (5) years to a mutually agreeable rate; and

(ii) Fifty Percent (50%) of naming rights revenue consistent with Section 17.11.090 of the Oakland Planning Code (“**Naming Rights Revenue**”), net of reasonable third-party commissions, manufacturing and installation costs; and (iii) Twenty Percent (20%) of Advertising Signs revenue (“**Advertising Revenue**”), net of reasonable third-party commissions, manufacturing and installation costs (collectively, “Additional Rent”). Naming Rights Revenue shall be used to enhance public park facilities and/or programs pursuant to Section 17.11.090 of the Oakland Planning Code.

c. Administrative Processing Fee. Licensee shall pay Licensor an administrative processing fee of Two Thousand Six Hundred Seven Dollars and Twenty-Five Cents (\$2,607.25) for new leases and licenses to a for-profit organization, as set forth in the City of Oakland Master Fee Schedule for real estate services, effective July 1, 2024.

d. Payment. Licensee shall make all payments to the City of Oakland and shall deliver such payments to Licensor as follows:

City of Oakland
Real Estate Asset Management Division
250 Frank H. Ogawa Plaza, #4314
Oakland, CA 94612

e. Other Fees. Licensee agrees to pay all other fees required by the City of Oakland Chief of Police, the City of Oakland Fire Marshal, the City of Oakland Public Works Agency, the City of Oakland Real Estate Services Division, the City of Oakland City Engineer, the Oakland Municipal Code, and the Master Fee Schedule.

6. Security Deposit. Within three (3) business days of execution of this Agreement by Licensee, Licensee shall deliver to Licensor the sum of Three Thousand Dollars (\$3,000.00) (“**Security Deposit**”) for Licensee’s faithful performance of Licensee’s obligations under this Agreement. If Licensee fails to comply with any provision of this Agreement after a five (5) day written notice from Licensor, Licensor shall have the right to apply all or part of the Security Deposit to cure any default under this Agreement. If all or part of the Security Deposit is applied to cure any default, Licensee agrees to replenish the amount so applied within five (5) business days after receipt of Licensor’s written demand. Licensor shall not be required to deposit the Security Deposit into a separate account, and Licensee shall not be entitled to any interest earned or accrued on Licensee’s Security Deposit.

7. Business Tax Certificate. Prior to the Effective Date, Licensee shall obtain and provide proof of a current and valid business tax certificate in the name of Licensee from the City of Oakland. This certificate must remain current and valid during the Term, and Licensee shall provide evidence of its compliance with this requirement upon request of Licensor.

8. Utilities. Licensor shall not be responsible for providing any utilities to or on the Premises and shall not be liable for any loss, injury, or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, except to the extent due to the intentional misconduct or gross negligence of Licensor. Licensee

agrees to pay for any applicable gas, electricity, water and sewer service charges, garbage, and any telephone services, whether or not such services are billed directly to Licensee. As set forth in **Exhibit F**, Licensee may recover third party utility usage for use of the Premises directly from users permitted under Section 4(e). Licensee's pro rata usage of utility costs shall be determined based on increases from the City's historical usage and paid quarterly to Licensor, unless Licensor and Licensee agree in writing to an alternative methodology for determining and paying Licensee's pro rata share. Licensee shall make commercially reasonable efforts to install separate metering in advance of the 2026 baseball season, or as soon as possible thereafter, for irrigation and lighting of the Premises to minimize utility service charges billed directly to Licensor.

9. Condition and Acceptance of the Premises. As evidenced by the execution of this Agreement by Licensee, Licensee warrants that it has inspected the Premises and accepts the Premises as of the Commencement Date in its "as is" condition and subject to (a) all applicable zoning, municipal, and county laws, ordinances, and regulations governing and regulating the use of the Premises and the Permitted Use, (b) any covenants or restrictions of record or off record, and (c) all matters disclosed in this Agreement and any exhibits attached hereto. Licensee shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Licensee. Licensee acknowledges that Licensor has made no representation or warranty, express or implied, and, to the maximum extent permitted by law, waives and releases Licensor and its Councilmembers, officers, partners, employees, attorneys, contractors, and agents (collectively, the "**Licensor Parties**") from any and all liability to Licensee, its officers, directors, employees, contractors, patrons, and invitees (collectively, the "**Licensee Parties**"), for any loss, damage, liability, or liability for damages, whether for loss of or damage to property or injury to or death of persons, and whether or not known or suspected, which may arise out of use of or access to the Premises by Licensee or any of the Licensee Parties, except to the extent caused by or arising out of the intentional misconduct of Licensor or any of the Licensor Parties, which waiver and release shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the term "Licensee Parties" does not include (1) any party using or entering the Premises when Licensee is not using the Premises for the Permitted Use, and (2) the public or the City using the Premises to the extent permitted by this Agreement, and Licensee shall not have any liability related to the use of the Premises by such parties.

10. Hazardous Materials. Licensee shall not cause or allow the transport onto, use, storage, deposit, release, handling, or disposal of (collectively, "**Release**") any Hazardous Materials (defined below) on or about the Premises or the Property, except for commercially reasonable amounts of such materials customarily used in the course of maintenance or operation of the Premises, so long as such use is in compliance with all Environmental Laws (defined below).

a. **Definitions.** A "Release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of Hazardous Materials. "**Hazardous Materials**" means any substance that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon, and urea formaldehyde foam insulation. "**Environmental Laws**" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances,

codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Materials on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect.

b. Remediation and Removal. If Licensee or any of the Licensee Parties contaminates the Premises or the Property during the Term, and such contamination requires mitigation, remediation, or removal under federal, state, or local law, Licensee shall promptly undertake all necessary actions to remove the contaminating material or substance from the Premises and/or the Property at no cost to Licensor and in compliance with all applicable law, provisions of this Agreement, and as directed by Licensor. If Licensee fails to commence compliance after twenty-four (24) hours' written notice from Licensor, Licensor shall have the option (but not the obligation) to complete the work required to remove the Hazardous Materials at Licensee's cost, which cost shall be due from Licensee upon demand from Licensor. If within thirty (30) days of the commencement of the Term, Licensee or Licensor discovers that Hazardous Materials are located on the Premises in violation of Environmental Laws and which were not Released by Licensee or any of the Licensee Parties, then Licensor and Licensee shall each have the right to terminate this Agreement upon ten (10) days' written notice to the other, which shall be no later than five (5) days after the discovery of such Hazardous Materials.

11. Improvements; Alterations; Surrender.

a. Acceptance of Premises. Licensee acknowledges that the Premises are in good order and condition and shall take possession of the Premises "as is." City has not made and makes no representation or warranty as to the condition or suitability of the Premises for Licensee's intended use and assumes no obligation to alter or improve the Premises. Licensee has relied solely on its own independent investigations of the condition and suitability of the Premises and is satisfied with the condition thereof.

b. Alterations. Licensee shall not make any improvements or alterations to the Premises or any mechanical, plumbing, or HVAC facilities or systems pertaining to the Premises (collectively, the "Alterations") without the prior written consent of City, which consent shall be requested by Licensee not less than thirty (30) days prior to the commencement thereof. All Alterations in the Premises will be completed by Licensee (a) in accordance with plans and specifications that were approved in writing by City, (b) using only licensed contractors approved by City, (c) in accordance with all applicable laws and building codes, including, without limitation the American Disabilities Act ("ADA"), and (d) in accordance with all other construction rules or policies of City adopted by it from time-to-time. If City consents to any Alterations to the Premises by Licensee, Licensee shall be responsible for prompt completion of and payment for all Alterations.

c. Improvements. Licensor has hereby approved the Improvements described in Section 4. When this Agreement expires or is earlier terminated, Licensee shall restore the Premises as a public baseball field, reasonable wear and tear excepted, including, but not limited to, removing from or about the Premises all weeds, graffiti, debris, litter, equipment, signage,

and other materials at Licensee's cost, provided that Licensee shall not be required to remove that portion of the alterations or improvements which Licensor previously advised Licensee in writing were permitted to remain at the end of the Term or any earlier termination thereof. The initial list of Licensee's personal property to remain at the Premises after termination is attached and incorporated hereto as **Exhibit H**. Licensee shall remove personal property not otherwise accepted in writing by the City. If Licensee fails to restore the Premises to Licensor's reasonable satisfaction after twenty-four (24) hours' written notice from Licensor, Licensor shall have the option (but not the obligation) to complete the work required to restore the Premises to its original condition (but including any alterations or improvements Licensor agreed may remain), at Licensee's cost, which cost shall be due by Licensee upon demand from Licensor and/or may be deducted from the Security Deposit. Unless otherwise agreed to, all improvements or alterations shall become part of the Property, and Licensee shall not have any claim or interest in such improvements or alterations. Unless otherwise agreed to, all permanent structures, locks, bolts, repairs, alterations, installed equipment, and/or improvements affixed to the Premises by either of the parties hereto, shall be the property of Licensor, and shall remain upon and be surrendered with the Property upon termination of this Agreement.

d. Ownership of Improvements and Personal Property. City shall not own any of Licensee's improvements, fixtures, structures or installations on the Premises during the Term, unless such ownership is evidenced by a separate writing. Licensee shall not remove any improvements, fixtures, structures or installations during the Term without City's prior written consent in each instance. Upon expiration or termination of this Lease, all improvements, fixtures, structures and installations on the Premises shall be deemed a part of the Premises and owned by City. Notwithstanding the foregoing sentence, City may, upon notice to Licensee at Agreement termination or at any time prior to the expiration of the Term, elect to have part or all of such improvements, fixtures, structures and installations or additions removed by Licensee upon the termination or expiration of this Agreement. In that case, Licensee shall, at Licensee's sole cost and expense, remove those items designated for removal in City's notice and restore the Premises to City's reasonable satisfaction as soon as practicable, but in no event later than sixty (60) days after the expiration or earlier termination of this Agreement. Licensee, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of such items. If Licensee fails to remove the items as required in this section, City may, at its option, remove them at Licensee's sole cost and expense.

i. Personal Property. Licensee shall remove Licensee-owned machines, appliances, equipment, trade fixtures and other items of personal property upon the expiration of the Term, or as soon as practicable after termination of this Agreement. Any such items which Licensee fails to remove shall be deemed abandoned and become City's property free of all claims and liens, or City may, at its option, remove such items at Licensee's sole cost and expense. Licensee, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of its personal property from the Premises.

ii. Late Removal. Notwithstanding any provision of this Agreement to the contrary, Licensee shall pay a license fee to City for any period of time after the expiration or termination of this Agreement needed to remove improvements, fixtures, structures or installations or personal property as required, whether by City or by Licensee. Such fee shall be

calculated on a per diem basis using the then-current fair market rental rate as determined by an appraisal prepared by a qualified appraiser, who may be City staff.

iii. City's Right to Acquire Personal Property. If Licensee wants to sell or otherwise dispose of any of its personal property used in its operations on the Premises and not listed in Exhibit H, upon expiration or termination of this Agreement, City shall have the first right to acquire such personal property at the price proposed by Licensee, which shall not exceed the fair market value of the condition of the personal property.

12. Maintenance and Repairs. Except for any maintenance or repairs resulting from misuse by or gross negligence of Licensor, or any of Licensor's agents, employees, or contractors, Licensee shall, at its own cost and expense, keep and maintain all portions of the Premises and all improvements located on the Property in good order and repair, consistent with the Permitted Use contemplated by this Agreement, and in as safe and clean a condition as they were as of the Effective Date, reasonable wear and tear excepted. The maintenance or repairs by Licensee is subject to the following terms and conditions:

a. Maintenance and Repairs. Licensee shall be responsible, at its own expense, for securing, maintaining, and repairing all furnishings, appliances, and other personal property located on the Premises. Licensee shall promptly inform Licensor of any loss, theft, or destruction of any of Licensor's furnishings, equipment, or personal property located on the Property, and shall pay to Licensor the fair market value of any such lost, stolen, or destroyed property to the extent that any such losses are not covered by insurance proceeds, except for any loss, theft, or destruction resulting from misuse by, or gross negligence of, Licensor, its employees, agents, or contractors. Licensee shall be responsible for the maintenance and repair of any and all of Licensee's improvements to the Property, including fences, locks, lighting, or any other fixture or equipment installed by Licensee. If such maintenance is not provided, and if the condition continues for more than ten (10) days after receiving written notice from Licensor, Licensee may be in default, and Licensor may be entitled to exercise all rights and remedies under this Agreement.

b. Graffiti Removal. Licensee is responsible for graffiti removal within the Premises, which shall be commenced promptly whenever such graffiti is identified and in no event more than five (5) days of tagging.

c. Waste Disposal. Licensee shall be responsible for providing refuse waste disposal areas and for maintaining all such areas in a safe, lawful, sanitary, and orderly manner.

d. Nuisance. At its own expense, Licensee shall prevent all nuisance conditions that could arise out of its use of the Premises and is responsible for addressing and resolving any and all issues related to pollution, noise, and any other nuisance complaints.

Licensee waives the provisions of California Civil Code Section 1941 with respect to Licensor's obligations for Licensee's tenantability of the Premises, in favor of the provisions of this Agreement governing maintenance and repair.

13. City Operations. Licensee understands and agrees that Licensor, with prior notice, may enter on and operate its own programs on the Premises at no additional cost up to a reasonable limit. The Parties shall meet twice annually to coordinate Licensee and Licensor's shared use of the Premises. Licensee shall have priority scheduling during Licensee's baseball season, including spring training and post-season ("Season"). Licensor's and the public's access will not occur on the day of Home Games or other events Licensee has scheduled in accordance with the Permitted Use of this Agreement. Licensee and Licensor agree to cooperate in good faith to coordinate their respective activities on the Premises. Licensor shall have exclusive use of an on-site office space measuring at least one hundred square feet (100 sf) constructed by Licensee and located on the Premises. Licensor shall have a set of keys to access the Premises.

14. Right to Inspect Premises. Except in the event of an emergency, Licensor shall provide twenty-four (24) hours' advance notice to the Licensee before entering the Premises to inspect, install, construct, repair, or maintain any part of the Premises. In the event of any emergency, Licensor shall not be required to provide any advance notice. Licensor reserves the right to enter the Premises with proper notice to inspect the Property and to make any repairs that it may consider necessary to the preservation of the Property. If any of those repairs should have been made by Licensee, Licensee shall reimburse Licensor for the cost of such repairs within thirty (30) days from the Licensor's request for reimbursement. Licensor shall provide documentation of repairs. However, such repairs by Licensor shall not be construed as a waiver of Licensor's right to require Licensee to keep the Property in repair as required by this Agreement.

15. Legal Requirements. Licensee and all of the Licensee Parties shall comply with all applicable laws, statutes, ordinances, zoning restrictions, governmental rules or regulations, covenants and restrictions of record, or requirements of duly constituted public authorities now in force or which may hereafter be in force with respect to the Premises and Licensee's use thereof ("**Law(s)**"). Licensee shall not use the Premises or permit anything to be done on or about the Premises that will in any way conflict with any Laws. Licensee shall (a) obtain all required permits and approvals for use of the Premises (collectively, "**Governmental Approvals**"), (b) maintain all required Governmental Approvals throughout the Term, and (c) comply with the requirements of such Governmental Approvals throughout the Term.

16. Insurance. During the Term, Licensee shall obtain and maintain insurance required under Schedule Q, attached as **Exhibit G** and incorporated herein.

17. Mechanics' Liens. Licensee shall keep the Premises free and clear of all mechanics' liens, stop notices, and comparable liens (collectively, "**Liens**") arising out of, or alleged to arise, in connection with, any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any Lien(s) are placed on the Premises (or any portion thereof), Licensee shall diligently pursue all necessary actions to remove the Lien(s) from title to the Premises (or any portion thereof), by payment in full of the Lien(s) or by recording a lien release bond with respect to each Lien in the manner specified in California Civil Code Section 8424 or any successor statute.

18. Licensee's Indemnity. Except to the extent of Claims (as defined below) arising from the gross negligence or intentional misconduct of Licensor, Licensee agrees to protect, defend (with counsel acceptable to Licensor), indemnify, save, and hold Licensor and all of the Licensor

Parties harmless from any third party actions, liability, claims, losses, expenses (including reasonable attorneys' fees and costs), or liability (collectively called "**Claims**") resulting from use and occupancy of the Premises by Licensee and/or any of the Licensee Parties. Licensee agrees that Licensee has an immediate and independent obligation to defend Licensor and all of the Licensor Parties from any Claims when such a Claim is tendered to Licensee and shall continue thereafter until the Claim is resolved to the satisfaction of Licensor. Licensee's obligations shall survive the expiration or sooner termination of this Agreement.

19. No Fault Termination. Licensee shall have the right to cancel and terminate this Agreement by giving Licensor at least thirty (30) days' prior written notice of such proposed cancellation.

20. Termination Due to Default/Remedies. Licensor shall notify Licensee in writing of a Default by Licensee under this Agreement (as defined below), including a reasonably detailed description of the Default. In the event of Default, Licensee shall have (i) three (3) business days from the date of Licensor's written notice to cure any monetary Default described in such notice, and/or (ii) ten (10) business days from the date of Licensor's written notice to cure any non-monetary Default described in such notice; provided if such Default cannot be cured within such time period, as long as Licensee commences and diligently pursues such cure within such time period, Licensee will be permitted to cure the Default within thirty (30) days, upon prior written approval by the City. If Licensee fails to cure the Default within the period described above to the satisfaction of Licensor, Licensor shall have the option, in its sole and absolute discretion, to terminate this Agreement. If Licensee is in Default or fails to perform any of its obligations under this Agreement, and the notice and opportunity to cure has been given to Licensee as provided above, Licensor may, but shall be under no obligation to, cure Licensee's Default. Prior to effecting such cure, Licensor shall give Licensee written notice of its intent to cure. Any amount expended by Licensor, along with the maximum legal rate of interest not to exceed ten (10) percent per annum, shall be reimbursable by Licensee to Licensor, immediately upon request by Licensor. The term "**Default**" under this Agreement include, but are not limited to, the following:

(a) Failure to pay the License Fee or any other monetary consideration when due under this Agreement.

(b) Failure to deliver a copy of the Business Tax Certificate or the City of Oakland Americans with Disabilities Act affidavit required under this Agreement.

(c) Failure to use the Premises in accordance with this Agreement or use of the Premises for purposes not specified in this Agreement.

(d) Failure to maintain and keep the Premises in good repair as described in this Agreement.

(e) Failure to keep the Premises clean and free and clear of weeds, graffiti, garbage, and debris required as required under this Agreement.

(f) Failure to comply with any insurance requirements of this Agreement.

(g) Failure to reimburse Licensor for any cost paid by Licensor that Licensee is obligated to pay under this Agreement, including, but not limited to, the cost of restoration, repair, maintenance, keeping the Premises free and clear of weeds, graffiti, garbage, and debris, and any other expense under the Agreement.

(h) Failure to keep the Premises free and clear of any Liens.

(i) Assignment of this Agreement or encumbering the Premises without the prior written consent of Licensor.

(j) Failure to comply with all applicable laws.

(k) The abandonment or vacation of the Premises by Licensee during the Term for a period in excess of thirty (30) consecutive calendar days.

(l) Licensee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or sixty (60) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or sixty (60) days after the filing; (4) insolvency; or (5) failure, inability, or admission in writing of its inability to pay its debts as they become due.

(m) Failure to comply with any other obligations of Licensee under this Agreement.

In addition to the right of Licensor to terminate this Agreement in connection with a default of Licensee, Licensor shall be entitled to exercise all other rights and remedies available to it at law or in equity and/or under this Agreement.

21. No Waiver. The waiver by either party of any breach, or default by the other party, of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by a party of the same or another provision.

22. Emergency Interruption of Use. If use of the Premises is materially interrupted or rendered unlawful or unsafe as a result of any governmental action, other calamity, or other force majeure event, Licensor and Licensee shall have the option to terminate this Agreement upon twenty-four (24) hours' written notice to Licensee. If Licensor or Licensee exercises its option to terminate this Agreement pursuant to this section, Licensor shall refund to Licensee a prorated portion of the License Fees previously paid by Licensee as such apply to the balance of the Term, so long as Licensor reasonably agrees that such termination by Licensee was justified.

23. Damage or Condemnation. If all or part of the Premises is destroyed or damaged from any cause, and the resulting damages or force majeure frustrates Licensee's use of Premises or causes the use of the Premises to be unfit for the intended purpose or use described in this Agreement or creates an unsafe or hazardous condition, either party shall have the option to terminate this Agreement upon thirty (30) days' written notice to the other party. In any event, Licensor shall not have any obligation to Licensee under any circumstances to repair any damage to the Premises or to rebuild any structure on the Property. If all or part of the Premises is taken

under the power of eminent domain, or sold under the threat of condemnation, either party shall have the option to terminate the Agreement upon thirty (30) days' written notice to the other party.

24. Americans with Disabilities Act Compliance. Licensee shall be responsible for compliance with the Americans with Disabilities Act, 42 U.S.C.S. §§ 12101 et seq. or any disabled access laws under City's building code, as a result of Licensee's specific use of the Premises and shall submit an affidavit verifying compliance with Americans with Disabilities Act obligations upon request.

25. Non-Discrimination. Licensee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, or Acquired Immunodeficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City of Oakland employee working with, or any applicant for employment with Licensee, in any of Licensee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee.

26. No Relocation Rights. Licensee understands and agrees: (1) that Licensee shall not be eligible for any relocation benefits (including advisory services) when this Agreement terminates, (2) that this Agreement shall not create any rights or interests in Licensee to receive any relocation benefits, and (3) that Licensee shall not make any claims against Licensor for any relocation benefits. As a material inducement for Licensor to enter into this Agreement, Licensee expressly waives and releases any and all relocation benefits under any applicable law or regulation and releases Licensor from any obligation to provide relocation benefits.

27. Possessory Interest Taxes. Licensee understands and acknowledges that its interest hereunder may be subject to a possessory interest tax or property tax that may be levied on Licensee by the City or the County of Alameda pursuant to Section 107 of the California Revenue and Taxation Code, Section 33673 of the California Health and Safety Code, or any other provision of state or local law. Licensee shall be required to pay any such taxes or assessments directly to the City or the County or file on its own for any exemption to which it is entitled.

28. CASp Inspection. For purposes of Section 1938 of the California Civil Code, Licensor hereby discloses to Licensee, and Licensee hereby acknowledges, that the Property has not undergone inspection by a Certified Access Specialists (CASp). As required by Section 1938(e) of the California Civil Code, Licensor hereby states as follows: A Certified Access Specialist (CASp) can inspect the subject Property and determine whether the subject Property complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Property, the commercial property owner or lessor may not prohibit the lessee or Licensee from obtaining a CASp inspection of the subject Property for the occupancy or potential occupancy of the lessee or Licensee, if requested by the lessee or Licensee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of

making any repairs necessary to correct violations of construction-related accessibility standards within the Property. In furtherance of the foregoing, Licensor and Licensee hereby agree as follows: (a) any CASp inspection requested by Licensee shall be conducted, at Licensee's sole cost and expense, by a CASp designated by Licensor, subject to Licensor's reasonable rules and requirements; (b) Licensee, at its sole cost and expense, shall be responsible for making any improvements or repairs within the Property to correct violations of construction-related accessibility standards; and (c) if anything done by or for Licensee in its use or occupancy of the Property shall require any improvements or repairs to the Property to correct violations of construction-related accessibility standards, then Licensee shall reimburse Licensor upon demand therefor, for the cost to Licensor of performing such improvements or repairs.

29. Notices. Notices under this Agreement may be made by personal delivery to the individuals specified below or by prepaid, registered, or certified mail, return receipt requested, addressed as set forth below, or by a recognized overnight courier, and shall be deemed received upon the date of delivery to the address of the person to receive such notice as evidenced by the return receipt or proof of delivery slip of such overnight courier. In addition, notice may be provided by electronic transmission (email), in which case notice shall be deemed delivered upon transmittal, provided that a duplicate copy of the notice is promptly delivered by prepaid, registered, or certified mail, return receipt requested, addressed as set forth below, or sent by express delivery or overnight courier service. Any notice given by email shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

To Licensor: Oakland Parks, Recreation and Youth Development
250 Frank H. Ogawa Plaza, Suite 3330
Oakland, CA 94612
Attention: Director of Oakland Parks, Recreation and Youth Development

With copies to: City of Oakland
Real Property Asset Management Division
250 Frank H. Ogawa Plaza, #4314
Oakland, CA 94612
Attention: Real Property Asset Manager
Email: bmoriarty@oaklandca.gov

and

City of Oakland
Office of the City Attorney
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Attention: Real Estate Deputy City Attorney
Email: nchan@oaklandcityattorney.org

To Licensee: Oakland Ballers Baseball Club
6114 La Salle Ave. #546

Suite 200C
Oakland, CA 94611
Attention: Paul Freedman, CEO
E-mail: paul@oaklandballers.com

With a copy to: Mark Kahn, General Counsel
Email: mark@oaklandballers.com

Either party with a written notice to the other party may change the address and person designated for notice under this Agreement.

30. No Interest in Land Created. Licensee understands and agrees that this Agreement establishes only a license and not a lease with respect to the Premises or the Property, and that no interest or estate in real property or any improvements thereon is created hereby. Licensee understands and agrees that it shall not have exclusive possession of the Premises or the Property by virtue of this Agreement, and that Licensor retains possessory rights over the Premises and Property and may freely enter and use the Premises and the Property as it chooses to the extent otherwise permitted by this Agreement, so long as any Licensor uses are consistent with this Agreement.

31. No Agency. The relationship of Licensor and Licensee is solely that of a licensor and licensee and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Licensor neither undertakes nor assumes any responsibility or duty to Licensee (except as provided for herein) or to any third party with respect to the Premises or the Property. Except as Licensor may specify in writing, Licensee shall have no authority to act as an agent of Licensor or to bind Licensor to any obligation.

32. Entire Agreement. This Agreement contains the entire understanding between the parties relating to Licensee's lease of the Premises and may not be amended except in writing signed by both parties.

33. Non-assignability. The license granted under this Agreement is personal to Licensee. Licensee shall not assign, transfer, pledge, or sublicense (collectively, "**Transfer**") this Agreement without the prior written consent of Licensor. Irrespective of Licensor's approval of any Transfer, Licensee shall remain obligated under this Agreement and shall not be released of any liability in connection therewith.

34. Choice of Law and Jurisdiction. The laws of the State of California apply to this Agreement. The parties agree that any dispute with respect to this Agreement shall be subject to the jurisdiction of the Superior Court of Alameda County.

35. Litigation Costs. If an action is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other costs and fees from the other party.

36. Inconsistency. In the event of any conflict between this Agreement and any related exhibits, the provisions of this Agreement shall supersede and prevail over any conflicting provisions of the exhibits.

37. Exhibits. All exhibits referenced in this Agreement are attached hereto and made a part of this Agreement.

38. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. A PDF copy of a party's signature on this Agreement shall constitute an original and be binding on all parties when assembled into a fully executed Agreement.

39. Time is of the Essence. Time is of the essence with respect to each and every provision of this Agreement. Licensor shall not unreasonably withhold any requested approval.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date below.

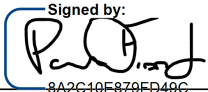
Licensor:

Licensee:

The City of Oakland, a municipal corporation

Oakland Ballers Baseball Club, Inc.,
a Delaware corporation

By: *Brendan Moriarty*
Brendan Moriarty (May 20, 2025 11:32 PDT)
Brendan Moriarty
Real Property Asset Manager

Signed by:

8A2G40E870FD49C...
Paul Freedman
CEO
5/14/2025

Effective Date: May 20, 2025

Date: _____

Approved for Forwarding:

Oakland Parks, Recreation and Youth Development

By: *Fred Kelley*
Fred Kelley (May 19, 2025 2:04 PDT)

Name: Fred Kelley
Director, Oakland Parks Recreation and Youth Department

Date: May 19, 2025

Approved as to form and legality:

By: *N. Chan*
Naree Chan
Office of the City Attorney

Date: 5/14/2025

TABLE OF EXHIBITS

Exhibit	Description
A	Premises & Property
B-1	Proposed Improvements
B-2	Planning Entitlements
C	Signage Plan
D	Additional State and Local Policies
E	In-Kind Benefits
F	Fee Structure
G	Insurance – Schedule Q
H	Personal Property to Remain Post-Termination

EXHIBIT A PREMISES & PROPERTY

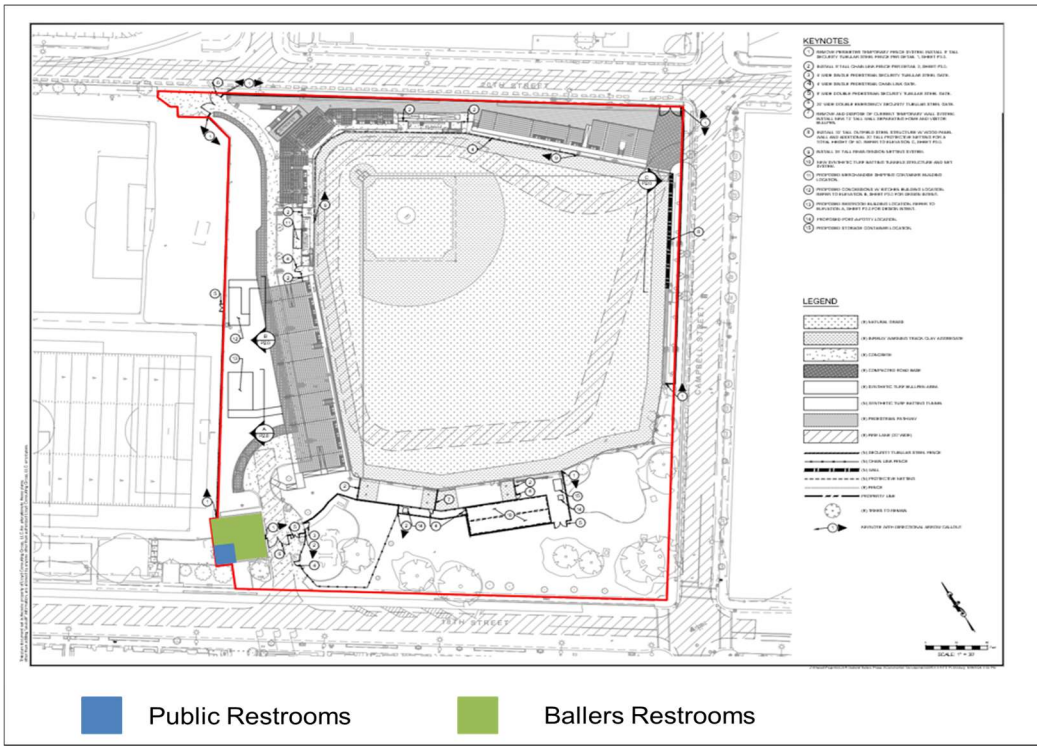
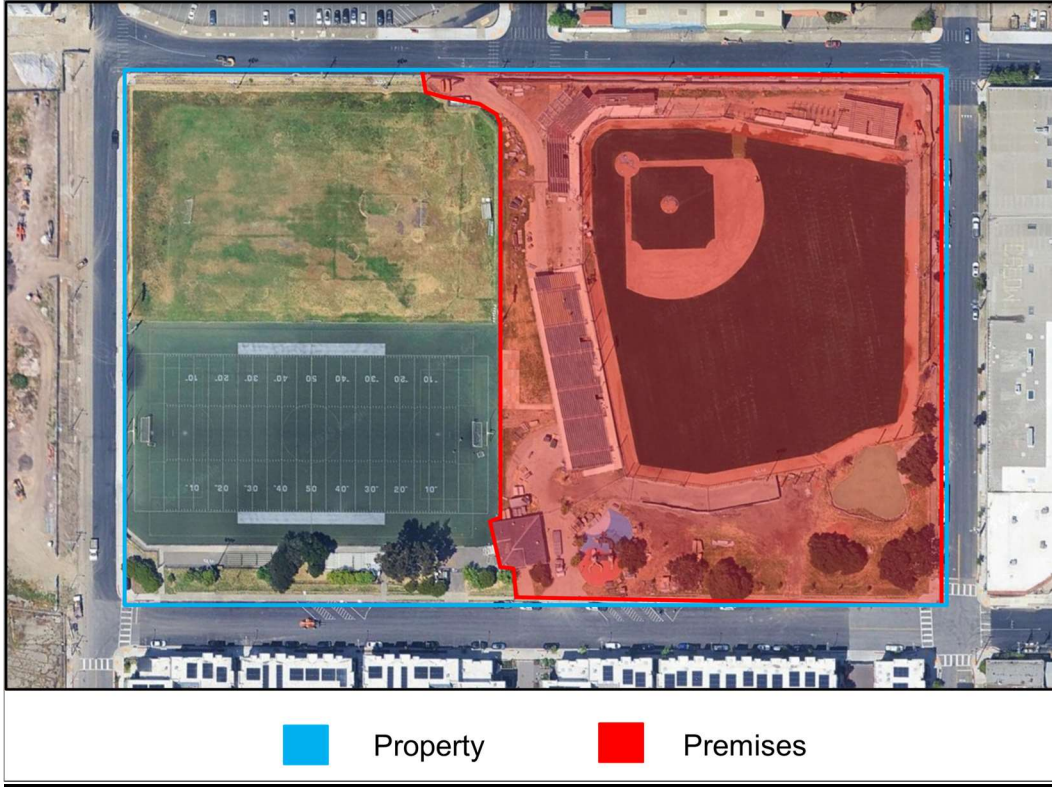


EXHIBIT B-1
PROPOSED IMPROVEMENTS

The Ballers will make the following field improvements and replacements that further consistency with the California Environmental Quality Act (CEQA) at the ballfield located at Raimondi Park pursuant to the “Greenbook” Standard Specifications for Public Works Construction, 2015 Edition, and the City of Oakland Standard Details for Public Works Construction, 2002 Edition thereto, and will ensure all repairs and maintenance are coordinated with the City of Oakland Planning and Building Department, Oakland Public Works Department and Oakland Parks, Recreation and Youth Development Department (OPRYD), before proceeding as necessary.

Proposed Improvements and Replacements:

1. Addition of public restrooms
2. Construction of concessions with kitchen
3. Construction of office space for OPRYD usage
4. Potential use of de-commissioned Bay Area Rapid Transit (BART) car for concessions and/or beverage cart
5. Construction of a 50-foot wall built in the left field of the Premises
6. Construction of a merchandising building and/or installation of a cargo container
- 7.

All improvements shall be placed within the Premises and shall not extend into the public right of way without City’s consent in it is proprietary and regulatory capacities, and subject to all necessary permits.

EXHIBIT B-2
PLANNING ENTITLEMENTS

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

Sent Via Email

March 4, 2025

Paul Freedman / Oakland Ballers Inc.
6114 La Salle Ave, #546
Oakland, CA 94611

RE: Case File No. PLN24175, 1689 20th Street - Raimondi Park (007 -0568-001-00)

Dear Mr. Freedman:

Your application, as described below, has been **APPROVED** for the reasons stated in Attachment A, which contains the findings required to support this decision. Attachment B contains the Conditions of Approval for the project. This decision is effective ten (10) days after the date of this letter unless appealed pursuant to the procedures set forth below.

The following table summarizes the proposed project:

Proposal:	Proposal for improvements to Raimondi Field by the Oakland Ballers. Improvements include permanent perimeter fencing, expanded outfield fence and netting, batting cages, concession and merchandise stands, new restroom facilities and accessory storage sheds.
Planning Permits Required:	Minor Conditional Use Permit within the OS Zone for improvements to an athletic field and new accessory structures, new restroom facilities, and new concession stand. The rebuilt outfield fencing for the athletic field will also require a Minor Variance for the portion along Campbell Street for maximum height (45'0" allowed; 50'0" proposed).
General Plan:	Urban Park and Open Space
Zoning:	OS (AF)
Environmental Determination:	15301 – Existing Facilities; 15302 – Replacement or Reconstruction; 15303 – New Small Structures; 15311 – Accessory Structures; and 15183 – Projects Consistent with a Community Plan, General Plan, or Zoning
Historic Status:	Not a historic property
City Council District:	3

If you, or any interested party, seeks to challenge this decision, an appeal **must** be filed by no later than ten (10) calendar days from the date of this letter, by **4:00 p.m. on 3/14/25**. An appeal shall be on a form provided by the Bureau of Planning of the Planning and Building Department, and submitted via email to: (1) **Peterson Vollmann, Planner IV, at pvollmann@oaklandca.gov**, (2) **Robert Merkamp, Zoning Manager, at Rmerkamp@oaklandca.gov**, and (3) Catherine Payne, Development Planning Manager, at Cpayne@oaklandca.gov. The appeal form is available online at <https://www.oaklandca.gov/documents/appeal-application-form>. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the Zoning Manager or decision-making body or wherein the decision is not

supported by substantial evidence. Applicable appeal fees in the amount of **\$10,193.51** in accordance with the City of Oakland Master Fee Schedule must be paid within five (5) calendar days (**March 19, 2025**) of filing the appeal.

If the fifth (5th) calendar day falls on a weekend or City holiday, appellant will have until the end of the following City business day to pay the appeal fee. Failure to timely appeal (or to timely pay all appeal fees) will preclude you, or any interested party, from challenging the City's decision in court. The appeal itself must raise each and every issue that is contested, along with all the arguments and evidence in the record which supports the basis of the appeal; failure to do so may preclude you, or any interested party, from raising such issues during the appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the Zoning Manager prior to the close of the previously noticed public comment period on the matter.

If the ten (10) day appeal period expires without an appeal, you are expected to contact **Peterson Vollmann** in order to receive the signed Notice of Exemption (NOE) certifying that the project has been found to be exempt from CEQA review. It is your responsibility to record the NOE and the Environmental Declaration at the Alameda County Clerk's office at 1106 Madison Street, Oakland, CA 94612, at a cost of **\$50.00** made payable to the Alameda County Clerk. Please bring the original NOE related documents and five copies to the Alameda County Clerk, and return one date stamped copy to the Bureau of Planning, to the attention of **Peterson Vollmann, Planner IV**. Pursuant to Section 15062(d) of the California Environmental Quality Act (CEQA) Guidelines, recordation of the NOE starts a 35-day statute of limitations on court challenges to the approval under CEQA. The NOE will also be posted on the City website at <https://aca.accela.com/OAKLAND/Welcome.aspx>.

If you have any questions, please contact the case planner, **Peterson Vollmann, Planner IV** at (510) **238-6167** or **pvollmann@oaklandca.gov**, however, this does not substitute for filing of an appeal as described above.

Very Truly Yours,



CATHERINE PAYNE
Development Planning Manager

cc: Michael Bowlus (bowlus@icloud.com)

Attachments:

- A. Findings
- B. Conditions of Approval, including Standard Conditions of Approvals

ATTACHMENT A: FINDINGS

This proposal meets all the required findings under the **Sections 17.134.050 (General Use Permit Criteria) and 17.148.050 (Variance Findings)** of the Oakland Planning Code (OMC Title 17) and the No Net Loss findings of California Government Code Section 65863 (B)(2) as set forth below and which are required to approve your application. Required findings are shown in **bold** type; reasons your proposal satisfies them are shown in normal type.

17.134.050 – GENERAL USE PERMIT CRITERIA

- A. That the location, size, design, and operating characteristics of the proposed development will be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to harmony in scale, bulk, coverage, and density; to the availability of civic facilities and utilities; to the generation of traffic and the capacity of surrounding streets; and to any other relevant impact of the development;**

The proposal will include additional improvements to the existing baseball field and park area at Raimondi Park following on the prior improvements implemented in 2024 to put the park back into use, both by the Oakland Ballers professional baseball team and by local little league and OAL teams. The additional improvements for permanent perimeter fencing, batting cages, outfield fence upgrades, as well as new accessory structures for storage and new restroom facilities and concession stand will further enhance the use of the park for both the Ballers and local organizations and the community. The physical improvements will be compatible and appropriate with the park setting for athletics fields and would not adversely impact the surrounding neighborhood but will rather enhance the area by further improving upon the appearance of the field and putting the ball field back to an active use. The portion of the outfield fence that requires a variance for height would have minimal to no impact upon surrounding properties given that the five-foot height variance only applies to the poles that support the netting and will help to prevent homerun balls from entering the street. The attendance draws for the professional baseball games will continue to be operated under an annual Special Event Permit with the City Administrator's Office to be able to manage traffic in the area.

- B. That the location, design, and site planning of the proposed development will provide a convenient and functional living, working, shopping, or civic environment;**

The current proposed improvements to the baseball field and park will further enhance its use for both the Ballers and local organizations and the community by providing privately financed upgrades that could not be funded by the City and make the ballfield a desired location for games for local athletic leagues given that the field will be superior to any others within the City park system, resulting in a convenient and functional civic environment.

- C. That the proposed development will enhance the successful operation of the surrounding area in its basic community functions, or will provide an essential service to the community or region;**

The proposal will provide additional improvements to rehabilitate an existing but previously unusable baseball field, which will provide an essential recreational opportunity in a community lacking in sports fields.

- D. That the proposal conforms to all applicable Regular Design Review criteria set forth in the Regular Design Review procedure at Section 17.136.050;**

These criteria are not applicable to the site because design review is not required in the Open Space Zone. However, rehabilitating an existing baseball facility and park with accessory buildings and field requirements consistent with and appropriate to this use would meet the Regular Design Review Criteria

contained in Section 17.136.050 of the Planning Code.

E. That the proposal conforms in all significant respects with the Oakland General Plan and with any other applicable guidelines or criteria, district plan or development control map which has been adopted by the Planning Commission or City Council.

The project is in the Urban Park and Open Space land use classification in the Land Use and Transportation Element of the General Plan (LUTE). This classification is intended to: “identify, enhance and maintain land for parks and open space. Its purpose is to maintain an urban park, schoolyard, and garden system which provides open space for outdoor recreation, psychological and physical well-being, and relief from the urban environment.” Improvements to an existing baseball facility clearly meets this intent.

The project also meets the following policies in the LUTE:

- **Policy I/C1.4 Investing in Economically Distressed Areas of Oakland.** Economic investment, consistent with the City's overall economic strategy, should be encouraged, and, where feasible, should promote viable investment in economically distressed areas of the City.
- **Policy I/C1.5 Using City-Owned Property to Stimulate Economic Development.** City-owned properties should, where feasible, be utilized to stimulate economic development activities or serve as catalysts to such efforts.

The West Oakland Specific Plan contains the following policy regarding Raimondi Park:

- **City Parks-1: Raimondi Park, Subsequent Phases:** Pursue additional funding sources to further implement subsequent phases of the Raimondi Park concept plan. Additional improvements planned at Raimondi Park include a second multipurpose field and additional infrastructure upgrades, park amenities, tot lots, picnic tables, benches, barbeques, bleachers, additional lighting and landscape improvements. Public Art should also be incorporated into the project.

The proposal includes private funding sources for additional upgrades to the baseball field and park overall with the inclusion of new restroom and concession stand facilities, as well as new storage facilities that will also be provided adjacent to the football field for use by teams using the park.

The Open Space and Conservation Element of the General Plan (OSCAR) describes Raimondi Park as the following: “This park is an important resource not only for West Oakland but for the entire city. Raimondi is the largest and oldest park in the area and is one of the few Oakland parks located in a non-residential setting. The site is also one of the few in the city that consists of a large, flat, unobstructed lawn. Raimondi can potentially accommodate more evening/weekend games and special events than it does currently. Visibility and access to the park will be improved by the completion of the new Cypress Freeway. The field and adjacent properties (including the nearby AMTRAK station) would benefit from a master plan which looks at the long-term relationship between uses and the potential for complementary development nearby.” Improving the existing baseball field is consistent with this description and will accommodate evening and weekend games.

The project is consistent with the following OSCAR objective:

- **Objective Rec-4: Maintenance and Rehabilitation.** To maintain park facilities so that their ability to meet recreational needs is optimized and to rehabilitate recreational facilities on a regular basis so that they remain useful, attractive, and safe.

SECTION 17.148.050 –VARIANCE FINDINGS:

- 1. That strict compliance with the specified regulation would result in practical difficulty or unnecessary hardship inconsistent with the purposes of the zoning regulations, due to unique physical or topographic circumstances or conditions of design; or as an alternative in the case of a minor variance, that such strict compliance would preclude an effective design solution improving livability, operational efficiency, or appearance.**

Strict compliance with the height limit of 45 feet would preclude an effective design solution for outfield netting that will help to prevent homerun balls from going into the street. The additional five-foot height of the pole to 50 feet to support the outfield netting will have minimal visual impact given their slender profile.

- 2. That strict compliance with the regulations would deprive the applicant of privileges enjoyed by owners of similarly zoned property; or, as an alternative in the case of a minor variance, that such strict compliance would preclude an effective design solution fulfilling the basic intent of the applicable regulation.**

The basic intent of the height maximum of 45 feet is to limit the visual appearance of structures within the OS Zones. In this instance the proposal variance to just allow for poles supporting outfield netting to extend to 50 feet (five feet above the 45 foot maximum height), which is an effective design solution to help prevent homeruns balls from entering the public street as well as the fact the poles will have slender profiles that will not impact the visual setting of the park or lead to the appearance of a large structure.

- 3. That the variance, if granted, will not adversely affect the character, livability, or appropriate development of abutting properties or the surrounding area, and will not be detrimental to the public welfare or contrary to adopted plans or development policy.**

The granting of the variance to allow the posts supporting the outfield netting to extend to 50 feet (five feet above the 45 foot height maximum) will not adversely affect the character of the park given the slender profiles of the poles, of which the additional height would be practically imperceivable, and the additional height for the netting would not be detrimental to the public welfare of the area and will provide a benefit by helping to reduce home run balls from entering the public street. The proposal would not be contrary to any adopted plans or development policies.

- 4. That the variance will not constitute a grant of special privilege inconsistent with limitations imposed on similarly zoned properties or inconsistent with the purposes of the zoning regulations.**

The granting of the variance to allow the additional pole height for outfield netting will not constitute a grant of special privilege as this is a unique circumstance for the use of the baseball field, and the granting of the variance will help to prevent home run balls from entering the public street and potentially causing damage to property.

- 5. That the elements of the proposal requiring the variance (e.g., elements such as buildings, walls, fences, driveways, garages and carports, etc.) conform with the regular design review criteria set forth in the design review procedure at Section 17.136.050.**

These criteria are not applicable to the site because design review is not required in the Open Space Zone. However, an additional five-feet in height to allow for outfield netting of 50 feet in height versus 45 feet in height would not have any perceivable design difference given the slender profile of the support poles.

- 6. That the proposal conforms in all significant respects with the Oakland General Plan and with any other applicable guidelines or criteria, district plan, or development control map which have been adopted by the Planning Commission or City Council.**

The Project is consistent with the goals and policies of the LUTE, WOSP and OSCAR as indicated in Findings in Sections 17.134.050 above, hereby incorporated by reference.

No Net Loss Findings (California Government Code Section 65863 (b)(2))

If a city, county, or city and county, by administrative, quasi-judicial, legislative, or other action, allows development of any parcel with fewer units by income category than identified in the jurisdiction’s housing element for that parcel, the city, county, or city and county shall make a written finding supported by substantial evidence as to whether or not remaining sites identified in the housing element are adequate to meet the requirements of Section 65583.2 and to accommodate the jurisdiction’s share of the regional housing need pursuant to Section 65584. The finding shall include a quantification of the remaining unmet need for the jurisdiction’s share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.

No Net Loss Finding 1: The City of Oakland adopted its current 2023-2031 Housing Element on January 31, 2023. The Housing Element identifies the realistic capacity for housing production throughout the current 2023-2031 Planning Period. This capacity accommodates the Regional Housing Needs Allocation, as well as a buffer, which ensures that if certain identified sites are not developed at the realistic capacity, that there would remain a sufficient number of units available to meet Oakland's Housing Needs. (See Housing Element, Appendix C, Table C-2.) For purposes of this finding, the buffer is calculated on a quarterly basis according to progress made during the 2023-2031 Planning Period.

Oakland's remaining lower income regional housing needs assessment is 6,424 dwelling units while Oakland's current capacity is 9,695 lower income units, a surplus of 3,271 units. [“Lower income” includes very low income (VLI) and low income (LI) units.]

Oakland’s remaining moderate income regional housing needs assessment is 3,986 dwelling units, while Oakland's current capacity is 4,909 moderate income units, a surplus of 923 units.

Oakland's remaining above moderate-income regional housing needs assessment is 6,966 dwelling units, while Oakland's current capacity is 15,067 above moderate-income units, a surplus of 8,101 units.

No Net Loss Finding 2: The proposed project is located on a site that is identified in the City of Oakland 2023-2031 Housing Element as a Housing Element Opportunity Site.

- () YES [Skip to Finding 4]
- (X) NO [Proceed to Finding 3]

No Net Loss Finding 3: The proposed project meets the following criteria.

(X) The proposed project is a non-residential development located on a site that **was not** identified in the City of Oakland 2023-2031 Housing Element. Therefore, the project has no impact on the City’s housing capacity. *[Skip Findings 4 and 5]*

() The proposed project includes residential development and is located on a site that **was not** identified in the City of Oakland 2023-2031 Housing Element. Therefore, the project results in an increase in the City’s housing capacity equal to the total units proposed. *[Skip to Finding 5]*

No Net Loss Finding 4: The City of Oakland 2023-2031 Housing Element identifies the following realistic capacity for the site.

Lower income units (VLI/LI): _____
Moderate income units: _____
Above moderate-income units: _____
Total units: _____

- The proposed project is a non-residential development.
- The proposed project includes residential development.

Therefore, an analysis of potential net loss must be made, as documented below.

No Net Loss Finding 5: The proposed project includes the following residential unit count:

Lower income units (VLI/LI): _____
Moderate income units: _____
Above moderate-income units: _____
Total units: _____

The project therefore will result in a net increase or net loss of units as compared to the City’s Housing Element projections as follows [if there is a net increase in units by income category or total units, the unit numbers are shown with a plus sign (+); if there is a net loss in units by income category or total units, the unit numbers are shown with a negative sign (-)]:

Lower income units (VLI/LI): _____
Moderate income units: _____
Above moderate income units: _____
Total units: _____

ATTACHMENT B: CONDITIONS OF APPROVAL

The proposal is hereby approved subject to the following Conditions of Approval:

Part 1: Standard Conditions of Approval – General Administrative Conditions

1. Approved Use

The project shall be constructed and operated in accordance with the authorized use as described in the approved application materials, and the approved plans **dated 12/6/24 and amended site plan submitted 2/14/25**, as amended by the following conditions of approval and mitigation measures, if applicable (“Conditions of Approval” or “Conditions”).

2. Effective Date, Expiration, Extensions and Extinguishment

This Approval shall become effective immediately, unless the Approval is appealable, in which case the Approval shall become effective in ten (10) calendar days unless an appeal is filed. This Approval shall expire **three (3) years** from the Approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Bureau of Building and diligently pursued towards completion, or the authorized activities have commenced in the case of a permit not involving construction or alteration. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Director of City Planning or designee may grant up to two, one-calendar year extensions or a one, two-calendar year extension with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval, or its implementation, then the time period stated above for obtaining necessary permits for construction or alteration and/or commencement of authorized activities is automatically extended for the duration of the litigation.

3. Compliance with Other Requirements

The project applicant shall comply with all other applicable federal, state, regional, and local laws/codes, requirements, regulations, and guidelines, including but not limited to those imposed by the City’s Bureau of Building, Fire Marshal, Department of Transportation, and Public Works Department. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.

4. Minor and Major Changes

- a. Minor changes to the approved project, plans, Conditions, facilities, or use may be approved administratively by the Director of City Planning (**such as exact locations of restroom facility, concession stand, and storage structures**).
- b. Major changes to the approved project, plans, Conditions, facilities, or use shall be reviewed by the Director of City Planning to determine whether such changes require submittal and approval of a revision to the Approval by the original approving body or a new independent permit/approval. Major revisions shall be reviewed in accordance with the procedures required for the original permit/approval. A new independent permit/approval shall be reviewed in accordance with the procedures required for the new permit/approval.

5. Compliance with Conditions of Approval

- a. The project applicant and property owner, including successors, (collectively referred to hereafter as the “project applicant” or “applicant”) shall be responsible for compliance with all the Conditions of Approval and any recommendations contained in any submitted and approved technical report at his/her sole cost and expense, subject to review and approval by the City of Oakland.

- b. The City of Oakland reserves the right at any time during construction to require certification by a licensed professional at the project applicant's expense that the as-built project conforms to all applicable requirements, including but not limited to, approved maximum heights and minimum setbacks. Failure to construct the project in accordance with the Approval may result in remedial reconstruction, permit revocation, permit modification, stop work, permit suspension, or other corrective action.
- c. Violation of any term, Condition, or project description relating to the Approval is unlawful, prohibited, and a violation of the Oakland Municipal Code. The City of Oakland reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings, or after notice and public hearing, to revoke the Approval or alter these Conditions if it is found that there is violation of any of the Conditions or the provisions of the Planning Code or Municipal Code, or the project operates as or causes a public nuisance. This provision is not intended to, nor does it, limit in any manner whatsoever the ability of the City to take appropriate enforcement actions. The project applicant shall be responsible for paying fees in accordance with the City's Master Fee Schedule for inspections conducted by the City or a City-designated third-party to investigate alleged violations of the Approval or Conditions.

6. Signed Copy of the Approval/Conditions

A copy of the Approval letter and Conditions shall be signed by the project applicant, attached to each set of permit plans submitted to the appropriate City agency for the project, and made available for review at the project job site at all times.

7. Blight/Nuisances

The project site shall be kept in a blight/nuisance-free condition. Any existing blight or nuisance shall be abated within sixty (60) days of approval, unless an earlier date is specified elsewhere.

8. Indemnification

- a. To the maximum extent permitted by law, the project applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Redevelopment Successor Agency, the Oakland City Planning Commission, and their respective agents, officers, employees, and volunteers (hereafter collectively called "City") from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action, or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul this Approval or implementation of this Approval. The City may elect, in its sole discretion, to participate in the defense of said Action and the project applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
- b. Within ten (10) calendar days of the filing of any Action as specified in subsection (a) above, the project applicant shall execute a Joint Defense Letter of Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment, or invalidation of the Approval. Failure to timely execute the Letter of Agreement does not relieve the project applicant of any of the obligations contained in this Condition or other requirements or Conditions of Approval that may be imposed by the City.

9. Severability

The Approval would not have been granted but for the applicability and validity of each and every one of the specified Conditions, and if one or more of such Conditions is found to be invalid by a court of competent jurisdiction this Approval would not have been granted without requiring other valid Conditions consistent with achieving the same purpose and intent of such Approval.

10. Special Inspector/Inspections, Independent Technical Review, Project Coordination and Monitoring

The project applicant may be required to cover the full costs of independent third-party technical review and City monitoring and inspection, including without limitation, special inspector(s)/inspection(s) during times of extensive or specialized plan-check review or construction, and inspections of potential violations of the Conditions of Approval.

The project applicant shall establish a deposit with Engineering Services and/or the Bureau of Building, if directed by the Director of Public Works, Building Official, Director of City Planning, Director of Transportation, or designee, prior to the issuance of a construction-related permit and on an ongoing as-needed basis.

11. Public Improvements

The project applicant shall obtain all necessary permits/approvals, such as encroachment permits, obstruction permits, curb/gutter/sidewalk permits, and public improvement (“p-job”) permits from the City for work in the public right-of-way, including but not limited to, streets, curbs, gutters, sidewalks, utilities, and fire hydrants. Prior to any work in the public right-of-way, the applicant shall submit plans for review and approval by the Bureau of Planning, the Bureau of Building, Engineering Services, Department of Transportation, and other City departments as required. Public improvements shall be designed and installed to the satisfaction of the City.

Part 2: Standard Conditions of Approval –Environmental Protection Measures

GENERAL

12. Regulatory Permits and Authorizations from Other Agencies

Requirement: The project applicant shall obtain all necessary regulatory permits and authorizations from applicable resource/regulatory agencies including, but not limited to, the Regional Water Quality Control Board, Bay Area Air Quality Management District, Bay Conservation and Development Commission, California Department of Fish and Wildlife, U. S. Fish and Wildlife Service, and Army Corps of Engineers and shall comply with all requirements and conditions of the permits/authorizations. The project applicant shall submit evidence of the approved permits/authorizations to the City, along with evidence demonstrating compliance with any regulatory permit/authorization conditions of approval.

When Required: Prior to activity requiring permit/authorization from regulatory agency

Initial Approval: Approval by applicable regulatory agency with jurisdiction; evidence of approval submitted to Bureau of Planning

Monitoring/Inspection: Applicable regulatory agency with jurisdiction

AESTHETICS

13. Trash and Blight Removal

Requirement: The project applicant and his/her successors shall maintain the property free of blight, as defined in chapter 8.24 of the Oakland Municipal Code. For nonresidential and multi-family residential projects, the project applicant shall install and maintain trash receptacles near public entryways as needed to provide sufficient capacity for building users.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

14. Graffiti Control

Requirement:

- a. During construction and operation of the project, the project applicant shall incorporate best management practices reasonably related to the control of graffiti and/or the mitigation of the impacts of graffiti. Such best management practices may include, without limitation:
 - i. Installation and maintenance of landscaping to discourage defacement of and/or protect likely graffiti-attracting surfaces.
 - ii. Installation and maintenance of lighting to protect likely graffiti-attracting surfaces.
 - iii. Use of paint with anti-graffiti coating.
 - iv. Incorporation of architectural or design elements or features to discourage graffiti defacement in accordance with the principles of Crime Prevention Through Environmental Design (CPTED).
 - v. Other practices approved by the City to deter, protect, or reduce the potential for graffiti defacement.
- b. The project applicant shall remove graffiti by appropriate means within seventy-two (72) hours. Appropriate means include the following:
 - i. Removal through scrubbing, washing, sanding, and/or scraping (or similar method) without damaging the surface and without discharging wash water or cleaning detergents into the City storm drain system.
 - ii. Covering with new paint to match the color of the surrounding surface.

- iii. Replacing with new surfacing (with City permits if required).

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

15. Lighting

Requirement: Proposed new exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector to prevent unnecessary glare onto adjacent properties.

When Required: Prior to building permit final

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

AIR QUALITY

16. Dust Controls – Construction Related

Requirement: The project applicant shall implement all of the following applicable dust control measures during construction of the project:

- a. Water all exposed surfaces of active construction areas at least twice daily. Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever feasible.
- b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer).
- c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- d. Limit vehicle speeds on unpaved roads to 15 miles per hour.
- e. All excavation, grading, and/or demolition activities (if any) shall be suspended when average wind speeds exceed 20 mph.
- f. All trucks and equipment, including tires, shall be washed off prior to leaving the site.
- g. Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel.
- h. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

17. Criteria Air Pollutant Controls - Construction and Operation Related

Requirement: The project applicant shall implement all of the following applicable basic control and enhanced measures for criteria air pollutants during construction of the project as applicable:

- a. Idling times on all diesel-fueled commercial vehicles over 10,000 lbs. shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes (as required by the California airborne toxics control measure Title 13, Section 2485, of the California Code of Regulations). Clear signage to this effect shall be provided for construction workers at all access points.

- b. Idling times on all diesel-fueled off-road vehicles over 25 horsepower shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes and fleet operators must develop a written policy as required by Title 23, Section 2449, of the California Code of Regulations (“California Air Resources Board Off-Road Diesel Regulations”).
- c. All construction equipment shall be maintained and properly tuned in accordance with the manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Equipment check documentation should be kept at the construction site and be available for review by the City and the Bay Area Air Quality District as needed.
- d. Portable equipment shall be powered by grid electricity if available. If electricity is not available, propane or natural gas generators shall be used if feasible. Diesel engines shall only be used if grid electricity is not available and propane or natural gas generators cannot meet the electrical demand.
- e. Low VOC (i.e., ROG) coatings shall be used that comply with BAAQMD Regulation 8, Rule 3: Architectural Coatings.
- f. All equipment to be used on the construction site shall comply with the requirements of Title 13, Section 2449, of the California Code of Regulations (“California Air Resources Board Off-Road Diesel Regulations”) and upon request by the City (and the Air District if specifically requested), the project applicant shall provide written documentation that fleet requirements have been met.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

CULTURAL RESOURCES

18. Archaeological and Paleontological Resources – Discovery During Construction

Requirement: Pursuant to CEQA Guidelines section 15064.5(f), in the event that any historic or prehistoric subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant shall notify the City and consult with a qualified archaeologist or paleontologist, as applicable, to assess the significance of the find. In the case of discovery of paleontological resources, the assessment shall be done in accordance with the Society of Vertebrate Paleontology standards. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless avoidance is determined unnecessary or infeasible by the City. Feasibility of avoidance shall be determined with consideration of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted. Work may proceed on other parts of the project site while measures for the cultural resources are implemented.

In the event of data recovery of archaeological resources, the project applicant shall submit an Archaeological Research Design and Treatment Plan (ARDTP) prepared by a qualified archaeologist for review and approval by the City. The ARDTP is required to identify how the proposed data recovery program would preserve the significant information the archaeological resource is expected to contain. The ARDTP shall identify the scientific/historic research questions applicable to the expected resource, the data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. The ARDTP shall include the analysis and specify the curation and storage methods. Data recovery, in general, shall be limited to the portions of the archaeological resource that could be impacted by the proposed project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practicable. Because the intent of the ARDTP is to save as much of the archaeological resource as possible, including moving the resource, if feasible, preparation and implementation of the ARDTP would reduce the potential adverse impact to less than significant. The project applicant shall implement the ARDTP at his/her expense.

In the event of excavation of paleontological resources, the project applicant shall submit an excavation plan prepared by a qualified paleontologist to the City for review and approval. All significant cultural materials recovered shall be

subject to scientific analysis, professional museum curation, and/or a report prepared by a qualified paleontologist, as appropriate, according to current professional standards and at the expense of the project applicant.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

19. Human Remains – Discovery During Construction

Requirement: Pursuant to CEQA Guidelines section 15064.5(e)(1), in the event that human skeletal remains are uncovered at the project site during construction activities, all work shall immediately halt and the project applicant shall notify the City and the Alameda County Coroner. If the County Coroner determines that an investigation of the cause of death is required or that the remains are Native American, all work shall cease within 50 feet of the remains until appropriate arrangements are made. In the event that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of section 7050.5 of the California Health and Safety Code. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance, and avoidance measures (if applicable) shall be completed expeditiously and at the expense of the project applicant.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

GEOLOGY AND SOILS

20. Construction-Related Permit(s)

Requirement: The project applicant shall obtain all required construction-related permits/approvals from the City. The project shall comply with all standards, requirements and conditions contained in construction-related codes, including but not limited to the Oakland Building Code and the Oakland Grading Regulations, to ensure structural integrity and safe construction.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Building

Monitoring/Inspection: Bureau of Building

HAZARDS AND HAZARDOUS MATERIALS

21. Hazardous Materials Related to Construction

Requirement: The project applicant shall ensure that Best Management Practices (BMPs) are implemented by the contractor during construction to minimize potential negative effects on groundwater, soils, and human health. These shall include, at a minimum, the following:

- a. Follow manufacture’s recommendations for use, storage, and disposal of chemical products used in construction;
- b. Avoid overtopping construction equipment fuel gas tanks;
- c. During routine maintenance of construction equipment, properly contain and remove grease and oils;
- d. Properly dispose of discarded containers of fuels and other chemicals;
- e. Implement lead-safe work practices and comply with all local, regional, state, and federal requirements concerning lead (for more information refer to the Alameda County Lead Poisoning Prevention Program); and
- f. If soil, groundwater, or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks,

abandoned drums or other hazardous materials or wastes are encountered), the project applicant shall cease work in the vicinity of the suspect material, the area shall be secured as necessary, and the applicant shall take all appropriate measures to protect human health and the environment. Appropriate measures shall include notifying the City and applicable regulatory agency(ies) and implementation of the actions described in the City's Standard Conditions of Approval, as necessary, to identify the nature and extent of contamination. Work shall not resume in the area(s) affected until the measures have been implemented under the oversight of the City or regulatory agency, as appropriate.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

HYDROLOGY AND WATER QUALITY

22. Erosion and Sedimentation Control Measures for Construction

Requirement: The project applicant shall implement Best Management Practices (BMPs) to reduce erosion, sedimentation, and water quality impacts during construction to the maximum extent practicable. At a minimum, the project applicant shall provide filter materials deemed acceptable to the City at nearby catch basins to prevent any debris and dirt from flowing into the City's storm drain system and creeks.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

23. Site Design Measures to Reduce Stormwater Runoff

Requirement: Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant is encouraged to incorporate appropriate site design measures into the project to reduce the amount of stormwater runoff. These measures may include, but are not limited to, the following:

- a. Minimize impervious surfaces, especially directly connected impervious surfaces and surface parking areas;
- b. Utilize permeable paving in place of impervious paving where appropriate;
- c. Cluster structures;
- d. Direct roof runoff to vegetated areas;
- e. Preserve quality open space; and
- f. Establish vegetated buffer areas.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: N/A

24. Source Control Measures to Limit Stormwater Pollution

Requirement: Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant is encouraged to incorporate appropriate source control measures to limit pollution in stormwater runoff. These measures may include, but are not limited to, the following:

- a. Stencil storm drain inlets "No Dumping – Drains to Bay;"
- b. Minimize the use of pesticides and fertilizers;
- c. Cover outdoor material storage areas, loading docks, repair/maintenance bays and fueling areas;
- d. Cover trash, food waste, and compactor enclosures; and
- e. Plumb the following discharges to the sanitary sewer system, subject to City approval:

- i. Discharges from indoor floor mats, equipment, hood filter, wash racks, and, covered outdoor wash racks for restaurants;
- ii. Dumpster drips from covered trash, food waste, and compactor enclosures;
- iii. Discharges from outdoor covered wash areas for vehicles, equipment, and accessories;
- iv. Swimming pool water, if discharge to on-site vegetated areas is not feasible; and
- v. Fire sprinkler test water, if discharge to on-site vegetated areas is not feasible.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: N/A

25. NPDES C.3 Stormwater Requirements for Small Projects

Requirement: Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant shall incorporate one or more of the following site design measures into the project:

- a. Direct roof runoff into cisterns or rain barrels for reuse;
- b. Direct roof runoff onto vegetated areas;
- c. Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas;
- d. Direct runoff from driveways and/or uncovered parking lots onto vegetated areas;
- e. Construct sidewalks, walkways, and/or patios with permeable surfaces; or
- f. Construct bike lanes, driveways, and/or uncovered parking lots with permeable surfaces.

The project drawings submitted for construction-related permits shall include the proposed site design measure(s) and the approved measure(s) shall be installed during construction. The design and installation of the measure(s) shall comply with all applicable City requirements.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning; Bureau of Building

Monitoring/Inspection: Bureau of Building

NOISE

26. Construction Days/Hours

Requirement: The project applicant shall comply with the following restrictions concerning construction days and hours:

- a. Construction activities are limited to between 7:00 a.m. and 7:00 p.m. Monday through Friday, except that pier drilling and/or other extreme noise generating activities greater than 90 dBA shall be limited to between 8:00 a.m. and 4:00 p.m.
- b. Construction activities are limited to between 9:00 a.m. and 5:00 p.m. on Saturday. In residential zones and within 300 feet of a residential zone, construction activities are allowed from 9:00 a.m. to 5:00 p.m. only within the interior of the building with the doors and windows closed. No pier drilling or other extreme noise generating activities greater than 90 dBA are allowed on Saturday.
- c. No construction is allowed on Sunday or federal holidays.

Construction activities include, but are not limited to, truck idling, moving equipment (including trucks, elevators, etc.) or materials, deliveries, and construction meetings held on-site in a non-enclosed area.

Any construction activity proposed outside of the above days and hours for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case-by-case basis by the City, with criteria including the urgency/emergency nature of the work, the proximity of residential or other sensitive uses, and a consideration of nearby residents'/occupants' preferences. The project applicant shall notify property owners and occupants located within 300 feet at least 14 calendar days prior to construction activity proposed outside of the above days/hours. When submitting a request to the City to allow construction activity outside of the above days/hours, the

project applicant shall submit information concerning the type and duration of proposed construction activity and the draft public notice for City review and approval prior to distribution of the public notice.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

27. Construction Noise

Requirement: The project applicant shall implement noise reduction measures to reduce noise impacts due to construction. Noise reduction measures include, but are not limited to, the following:

- a. Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds) wherever feasible.
- b. Except as provided herein, impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used, if such jackets are commercially available, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures.
- c. Applicant shall use temporary power poles instead of generators where feasible.
- d. Stationary noise sources shall be located as far from adjacent properties as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the City to provide equivalent noise reduction.
- e. The noisiest phases of construction shall be limited to less than 10 days at a time. Exceptions may be allowed if the City determines an extension is necessary and all available noise reduction controls are implemented.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

28. Operational Noise

Requirement: Noise levels from the project site after completion of the project (i.e., during project operation) shall comply with the performance standards of chapter 17.120 of the Oakland Planning Code and chapter 8.18 of the Oakland Municipal Code. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

TRANSPORTATION/TRAFFIC

29. Construction Activity in the Public Right-of-Way

a. Obstruction Permit Required

Requirement: The project applicant shall obtain an obstruction permit from the City prior to placing any temporary construction-related obstruction in the public right-of-way, including City streets, sidewalks, bicycle facilities, and bus stops.

When Required: Prior to approval of construction-related permit

Initial Approval: Department of Transportation

Monitoring/Inspection: Department of Transportation

b. Traffic Control Plan Required

Requirement: In the event of obstructions to vehicle or bicycle travel lanes, bus stops, or sidewalks, the project applicant shall submit a Traffic Control Plan to the City for review and approval prior to obtaining an obstruction permit. The project applicant shall submit evidence of City approval of the Traffic Control Plan with the application for an obstruction permit. The Traffic Control Plan shall contain a set of comprehensive traffic control measures for auto, transit, bicycle, and pedestrian accommodations (or detours, if accommodations are not feasible), including detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. The Traffic Control Plan shall be in conformance with the City's Supplemental Design Guidance for Accommodating Pedestrians, Bicyclists, and Bus Facilities in Construction Zones. The project applicant shall implement the approved Plan during construction.

Initial Approval: Department of Transportation

Monitoring/Inspection: Department of Transportation

c. Repair of City Streets

Requirement: The project applicant shall repair any damage to the public right-of way, including streets and sidewalks, caused by project construction at his/her expense within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to approval of the final inspection of the construction-related permit. All damage that is a threat to public health or safety shall be repaired immediately.

When Required: Prior to building permit final

Initial Approval: N/A

Monitoring/Inspection: Department of Transportation

UTILITY AND SERVICE SYSTEMS

30. Construction and Demolition Waste Reduction and Recycling

Requirement: The project applicant shall comply with the City of Oakland Construction and Demolition Waste Reduction and Recycling Ordinance (chapter 15.34 of the Oakland Municipal Code) by submitting a Construction and Demolition Waste Reduction and Recycling Plan (WRRP) for City review and approval, and shall implement the approved WRRP. Projects subject to these requirements include all new construction, renovations/alterations/modifications with construction values of \$50,000 or more (except R-3 type construction), and all demolition (including soft demolition) except demolition of type R-3 construction. The WRRP must specify the methods by which the project will divert construction and demolition debris waste from landfill disposal in accordance with current City requirements. The WRRP may be submitted electronically at www.greenhalosystems.com or manually at the City's Green Building Resource Center. Current standards, FAQs, and forms are available on the City's website and in the Green Building Resource Center.

When Required: Prior to approval of construction-related permit

Initial Approval: Public Works Department, Environmental Services Division

Monitoring/Inspection: Public Works Department, Environmental Services Division

31. Underground Utilities

Requirement: The project applicant shall place underground all new utilities serving the project and under the control of the project applicant and the City, including all new gas, electric, cable, and telephone facilities, fire alarm conduits, street light wiring, and other wiring, conduits, and similar facilities. The new facilities shall be placed underground along the project's street frontage and from the project structures to the point of service. Utilities under the control of

other agencies, such as PG&E, shall be placed underground if feasible. All utilities shall be installed in accordance with standard specifications of the serving utilities.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

32. Recycling Collection and Storage Space

Requirement: The project applicant shall comply with the City of Oakland Recycling Space Allocation Ordinance (chapter 17.118 of the Oakland Planning Code). The project drawings submitted for construction-related permits shall contain recycling collection and storage areas in compliance with the Ordinance. For residential projects, at least two (2) cubic feet of storage and collection space per residential unit is required, with a minimum of ten (10) cubic feet. For nonresidential projects, at least two (2) cubic feet of storage and collection space per 1,000 square feet of building floor area is required, with a minimum of ten (10) cubic feet.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

33. Water Efficient Landscape Ordinance (WELo)

Requirement: The project applicant shall comply with California's Water Efficient Landscape Ordinance (WELo) in order to reduce landscape water usage. For the specific ordinance requirements, see the link below:

<http://www.water.ca.gov/wateruseefficiency/landscapeordinance/docs/Title%2023%20extract%20-%20Official%20CCR%20pages.pdf>

For any landscape project with an aggregate (total noncontiguous) landscape area equal to 2,500 sq. ft. or less, the project applicant may implement either the Prescriptive Measures or the Performance Measures, of, and in accordance with the California's Model Water Efficient Landscape Ordinance. For any landscape project with an aggregate (total noncontiguous) landscape area over 2,500 sq. ft., the project applicant shall implement the Performance Measures in accordance with the WELo.

- a. **Prescriptive Measures:** Prior to construction, the project applicant shall submit the Project Information (detailed below) and documentation showing compliance with Appendix D of California's Model Water Efficient Landscape Ordinance (see website below starting on page 38.14(g) in the link above):
- b. **Performance Measures:** Prior to construction, the project applicant shall prepare and submit a Landscape Documentation Package for review and approval, which includes the following
 - i. Project Information:
 - Date,
 - Applicant and property owner name,
 - Project address,
 - Total landscape area,
 - Project type (new, rehabilitated, cemetery, or home owner installed),
 - Water supply type and water purveyor,
 - Checklist of documents in the package,
 - Project contacts, and
 - Applicant signature and date with the statement: "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."
 - ii. Water Efficient Landscape Worksheet

- Hydrozone Information Table
 - Water Budget Calculations with Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use
- iii. Soil Management Report
 - iv. Landscape Design Plan
 - v. Irrigation Design Plan, and
 - vi. Grading Plan

Upon installation of the landscaping and irrigation systems, and prior to the final of a construction-related permit, the Project applicant shall submit a Certificate of Completion (see page 38.6 in the link above) and landscape and irrigation maintenance schedule for review and approval by the City. The Certificate of Completion shall also be submitted to the local water purveyor and property owner or his or her designee.

For the specific requirements within the Water Efficient Landscape Worksheet, Soil Management Report, Landscape Design Plan, Irrigation Design Plan and Grading Plan, see the link below:

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

Applicant Statement

I have read and accept responsibility for the Conditions of Approval. I agree to abide by and conform to the Conditions of Approval, as well as to all provisions of the Oakland Planning Code and Oakland Municipal Code pertaining to the project.

Name of Project Applicant

Signature of Project Applicant

Date

Exhibit C
SIGNAGE PLAN



2025 RAIMONDI PARK SIGNAGE GUIDE



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RESERVED SECTIONS D, E, F
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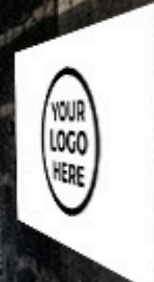
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THANK YOU.



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@OAKLANDBASEBALLBALLERS

OAKLANDBALLERS.COM

EXHIBIT D
ADDITIONAL STATE AND LOCAL POLICIES

1. Prevailing Wage

Contractor certifies and agrees that it will comply with the requirement to pay its employees prevailing wages as set forth in City Resolution No. 57103 C.M.S. City may request documentation to certify that Contractor has paid its employees at the appropriate prevailing wage rate. In the event that City determines that Contractor has failed to pay any of its employees in accord with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed Contractor until such time as the payment dispute is fully and finally resolved. This provision in no way creates any contractual or third party beneficiary relationship between any of Contractor's employees and City, nor does it create any liability or duty on City for Contractor's failure to make timely or appropriate payments to its employees.

2. Living Wage Ordinance

Contractor will be considered a City Financial Assistance Recipient ("CFAR") and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998).

If applicable, Contractor certifies that is has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees to comply with the Oakland Living Wage Ordinance.

3. Equal Benefits Ordinance

This Agreement is subject to the City's Equal Benefits Ordinance ("EBO"), Title 2, Chapter 2.32 of the Oakland Municipal Code and its implementing regulations, which prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The EBO only applies to those portions of a contractor's operations that occur (1) within the City of Oakland; (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 contractor'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 the EBO shall not apply to subcontracts or subcontractors of any contractor.

Contractor agrees to comply with the requirements of Oakland Municipal Code, Chapter 2.32, and agrees it has a duty to promptly provide to the City documents and information verifying its compliance.

4. Nuclear Free Zone Ordinance

Contractor confirms that it has read and understood Ordinance No. 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,” which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City’s policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

5. Slavery Era Disclosure

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to a competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (Schedule S) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

6. Arizona and Arizona-Based Businesses

Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with the law, to refrain from entering into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and Arizona-based businesses until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

7. Sanctuary City Contracting and Investment Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.23, Sanctuary City Contracting and Investment Ordinance, which prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any “data broker,” “extreme vetting,” or “detention facilities” services (as defined in Oakland Municipal Code Section 2.23.020) unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Sanctuary City Contracting and Investment Ordinance (Schedule I) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been contracted to provide ICE, CBP, or the HHS/ORR with data broker, extreme vetting, or immigration detention facilities services, and that the City, in its sole discretion shall determine such failure.

8. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any “BORDER WALL ENTITY” (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Border Wall Ordinance (Schedule W) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been hired to provide services, goods, products, equipment, or information or cyber technology, construction, architectural, engineering, or any professional services for the construction of the Border Wall, or any Border Wall Work or provide such services for the duration this Agreement. Contractor stipulates that failure to comply with the requirements of Oakland Municipal Code Chapter 2.22 shall constitute a material breach by Contractor of this Agreement. The City in its sole discretion shall determine such failure.

9. City of Oakland Campaign Contribution Limits

If this Agreement requires Council approval, it is subject to the City’s Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. 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 applicable, Contractor certifies that it has completed a signed certification form (Schedule O, Acknowledgment of Campaign Contribution Limits) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 3.12.

10. Non-Discrimination/Equal Employment Practices

Contractor 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, Contractor agrees as follows:

- a. Contractor and Contractor's 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, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or 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. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor 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, mental or physical disability (including by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state, and local disability rights legislation.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH), or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

11. Prompt Payment Ordinance

Contractor shall comply with the City's Prompt Payment Ordinance, Title 2, Chapter 2.06 of the Oakland Municipal Code. The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of receipt of invoices unless the Contractor or its subcontractors notify the City of Oakland Liaison within the Department of Workplace and Employment Standards ("Liaison") in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the Liaison upon the filing of a complaint. Contractor 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 Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor 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.

Contractor 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. Contractor 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, Contractor and its subcontractors, are required to file notice with the City of the release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that Contractor has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and addresses 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 with 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 under the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor 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 Agreement.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or in the Department of Workplace and Employment Standards, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261, or email vinman@oaklandca.gov.

12. Oakland Business License

Contractor has and will continue to maintain a current Oakland Business License during the term of this contract. Contractor shall insert in each of its subcontract agreements a provision which requires its sub-contractors to present proof that the subcontractor has obtained a current Oakland Business License during the term of this contract.

13. Bonds

In the event of construction and/or Improvements performed on the Premises, Contractor shall provide two good and sufficient surety bonds, which name the City of Oakland as insured, for each Task Order prior to the commencement of any work. The Payment Bond shall be for One Hundred percent (100%) of the Project Value to guarantee faithful payment to subcontractors, material suppliers, and laborers. The Performance Bond shall be One Hundred percent (100%) of the contract price. The Contractor shall maintain the bonds in full force and effect until the work is accepted by the City, and until all claims for material and labor are paid, and shall otherwise comply with the Civil Code.

14. Stop Notice and Other Claim Procedures For Public Works Of Improvement

Sponsor is knowledgeable of the claim procedures for payment available in California Civil Code section 9000, et seq., to laborers, subcontractors, suppliers, materialmen and other parties identified in California Civil Code 9100 that provide labor or materials to a public project. The Sponsor agrees to make all required withholdings on behalf of the City from the Contractor's progress payments that are necessary to satisfy any stop notice demand for payment on the Project ("Withheld Funds"). Sponsor agrees to continue to hold Contractor's Withheld Funds for each claim until one of the following events occurs: i) a claimant submits an unconditional release; or, ii) Contractor submits a surety bond to secure the full amount of the claim plus twenty five percent (25%) that names the City as an additional covered party; or, iii) the parties enter into a written settlement agreement that specifies terms or payment and release of the Withheld Funds; or, iv) the time for filing a lawsuit to enforce the stop notice expires and Contractor or the City requests that Withheld Funds be released to Contractor. Alternatively, Sponsor may convey all Withheld Funds to the City for withhold and disposition to Contractor or claimant upon one of the above described events.

15. Local Employment Program and Local/Small Local Business Enterprise Program

In the performance of work under this Agreement, Contractor shall comply with the Local Employment Program ("LEP") and make good faith efforts to comply with intent and local hiring and employment practices contained in the Local/Small Local Business Enterprise Program ("L/SLBE"). The City's current LEP and L/SLBE Program guidelines may be accessed via the following link:

https://cao-94612.s3.amazonaws.com/documents/LSLBE-Program-Guidelines_Revised.5.4.21.pdf

Exhibit E
IN-KIND BENEFITS

1. Specific Community Benefits to be provided by the Ballers

Major League Baseball (MLB) Baseball Camps

The Ballers will sponsor a MLB baseball camp that will be free to attend for Oakland residents.

Oakland Ballers Baseball Camps

At least one session of Ballers baseball camp will be free to attend for Oakland residents.

Coach's Clinic

The Ballers will sponsor a baseball coach's clinic camp that will be free to attend for Oakland residents.

Little Ballers Program

The Ballers will sponsor a little Ballers program that will be free to attend for Oakland residents, details TBD.

Youth Baseball Clinics

The Ballers will be sponsoring a series of baseball clinics that are free to attend for local youth. They expect to host at least four (4) baseball clinics annually at Raimondi Park.

The Trackman Baseball Analytics System

The Ballers have installed the industry-leading TrackMan Baseball System at Raimondi Park. Trackman is an analytics system that consistently measures reliable data on pitchers and hitters. Until now, the lack of access to Trackman data has been a major barrier throughout Oakland. The presence of Trackman at Raimondi will allow high-performing youth baseball players in Oakland to collect performance data at organized clinics and showcases in order to attract the attention of college and pro scouts. The system has been permanently installed on the Premises and be made available to youth leagues and sports related community groups for complimentary use.

Field Maintenance Internships

The Ballers will provide field maintenance internships for City employees to develop and increase capacity to improve public baseball and outdoor playing fields at current industry standards.

Displaced Coliseum Worker Hiring Path

With the future of Oakland Athletics Professional' baseball team (A's) at the Oakland Coliseum in a state of perpetual uncertainty, thousands of workers may lose their employment. As the Ballers ramp up their game day operation at Raimondi Park, they are committed to prioritizing anyone with requisite experience who has lost employment as a result of the A's move or any potential Oakland Coliseum staffing contraction. Prior to the end of the Agreement, Ballers shall provide a written summary to the City regarding the percentage of local employment of Oakland-based residents hired.

Student Workforce Opportunities

The Ballers will prioritize hiring of Oakland Unified School District students to create economic and workforce development opportunities for resident youth.

Partnerships With Small Businesses in Prescott

The Ballers will work with a variety of small businesses in and around Raimondi Park. They will work on a partnership with the Prescott Night Market to help encourage general public to show up at the outdoor food festival before Ballers home games on one Thursday night per month during the season. The Ballers will also have at least one (1) food truck inside the park per game.

Partnerships with Local Non-Profit Groups

The Ballers will work closely with sports related community groups including Babe Ruth, OGSL, and Bay Oaks. In addition, they have partnered with the Friends of Raimondi Park and have participated in monthly park cleanups focused on litter pick-up, and sidewalk sweeping. As the ballpark project continues, the Ballers plan to engage community groups in a few planned painting projects as well, all aimed to beautify the park.

Partnerships with Historic Use Organizations

The Ballers will collaborate with historical use organization, such as McClymonds High School with fees either fully waived or heavily subsidized, North Oakland / South Oakland Little League (NOLL/SOLL), and the Oakland Metropolitan Babe Ruth League.

Low Carbon Game Access

Through partnerships with BART, and bicycle advocacy groups including Bikes East Bay and People for Bikes, the Ballers are forging a roadmap for renewed enthusiasm around biking and public transportation in the West Oakland area. In partnership with these organizations, and neighborhood volunteers, the Ballers intend to provide a bike valet. These initiatives lower the city's carbon footprint and help ensure safe access to games.

Sponsorship/Ticket Giveaways to Local Community Groups

The Ballers team is conducting outreach in and around the City of Oakland to build a

foundation with local schools, leagues, community groups, and nonprofits. This includes providing complimentary merchandise, tickets, and customized experiences for local auctions, sponsoring community events, conducting ticket giveaways and discount codes, and collaborating on programming at the ballpark and out in the community valued at approximately One Hundred Twenty Thousand Dollars(\$120,000). In addition to a wide variety of local schools in Oakland, the Ballers are currently working with the following organizations:

- Oakland Little League
- Piedmont Little League
- Noll/Soll
- Richmond Little League
- Oakland Girls Softball League (OGSL)
- 2CoachU (non-profit)
- Positive Coaching Alliance
- Oakland Unified School District
- Oakland Fire
- OPD
- Oakland School For The Arts
- 100 Black Men Of America (non-profit)
- Oakland Marathon
- Rollout Bicycles of West Oakland
- First Place for Youth
- Oakland Parks Recreation and Youth Department (OPRYD)

Oakland-centric Programming at Raimondi

The Ballers will provide at least twelve (12) community events per year, such as movie nights and symphony performances to increase community involvement and increase public safety of the area. The Ballers are developing weekly theme nights that celebrate the City of Oakland's rich cultural history such as (by example only – actual theme nights may vary):

- Little League Week - an entire week to showcase local little leagues including free tickets and giveaways for little league participants.
- Oakland Fights Back - a celebration of Oaklanders who have fought for social justice
- Oakland's Got Talent - a showcase of local artists and musician in conjunction with local performing arts schools and orgs
- Circus Night - in partnership with Kinetic Arts Center
- Oakland 68s Night - a celebration of the Oakland 68s
- Ballin' For A Cause - a jersey auction benefiting Oakland Children's Hospital
- Winning Wednesdays - every Wednesday we will showcase Oaklanders who have achieved greatness in sports, academics and community activities.
- Teacher Appreciation Night - celebrating Oakland's incredible teachers

EXHIBIT F
Fee Structure

Addendum A					
Proposed Fee Structure for Raimondi Baseball Stadium					
Facilities are rented for a minimum of 2 hours					
Site attendant is required at each event					
Field Rental	Youth - Oakland Resident	Adult - Oakland Resident	Oakland Private / Charter Schools	FRV - Youth	FRV - Adult
Practice	\$20/Hr	\$30/Hr	\$40/Hr	\$85/Hr	\$170/Hr
Games	\$50/Hr	\$60/Hr	\$60/Hr	\$160/Hr	\$320/Hr
Field Prep	\$50/Hr	\$50/Hr	\$50/Hr	\$100/Hr	\$100/Hr
Lights	\$15/Hr	\$15/Hr	\$15/Hr	\$50/Hr	\$100/Hr
PA	\$20/Hr	\$20/Hr	\$20/Hr	\$50/Hr	\$100/Hr
Scoreboard	\$25/Hr	\$25/Hr	\$25/Hr	\$50/Hr	\$75/Hr
Locker Room	\$20/Hr	\$20/Hr	\$20/Hr	\$100/Hr	\$100/Hr
Locker Room Attendant	\$50/Hr	\$50/Hr	\$50/Hr	\$50/Hr	\$50/Hr
Deposit	\$300	\$300	\$300	\$300	\$500
Concession Stand Use	TBD	TBD	TBD	TBD	TBD

EXHIBIT G
INSURANCE SCHEDULE Q

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

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

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

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

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

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

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

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims- made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$1,000,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$1,000,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- viii. **Commercial Crime Insurance, if determined to be required by HRM/RMD**, shall cover loss due to employee dishonesty, computer and funds transfer fraud, forgery or alteration, money and securities, and theft of a client's property. Coverage shall be on an occurrence basis with limits not less than \$1,000,000 each occurrence.

b. Terms Conditions and Endorsements

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

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

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

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

g. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

End of Schedule Q

EXHIBIT H

PERSONAL PROPERTY TO REMAIN POST-TERMINATION

The following personal property will remain at the Premises post-termination:

1. Field Fences (but not the temporary outer perimeter fence)
2. Batter's Eye
3. Scoreboard
4. Dugouts
5. Irrigation System and Accessories
6. Press Box

20250514_FINAL_Raimondi Ballers License (OCA)

Final Audit Report

2025-05-20

Created:	2025-05-19 (Pacific Daylight Time)
By:	Jasmine Bellow (JBellow@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcTu40G9xClvgipcaJVRx3RyQm0eq4nSJ


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