

CITY OF OAKLAND

Oakland Parks, Recreation and Youth Development
250 Frank H. Ogawa Plaza, #3330
Oakland, CA 94612-2074



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CITY OF OAKLAND REQUEST FOR PROPOSAL FOR CITY STABLES

PUBLISH DATE

MAY 18, 2026

250 Frank H. Ogawa Plaza, Suite 3330, Oakland, CA 94612

ADDENDUM "A"

Proposal Deadline: **4:00 p.m., Monday, June 15, 2026**

REQUEST FOR PROPOSAL FOR THE LEASE OF CITY-OWNED PROPERTY COMMONLY KNOWN AS "CITY STABLES" LOCATED AT 13560 SKYLINE BLVD., OAKLAND, CA 94619

The contact for this Request For Proposal ("RFP") is City of Oakland Assistant Capital Improvement Project Coordinator Quincy Williams, who can be reached at qwilliams@oaklandca.gov or (510) 424-3371.

The City of Oakland (the "**City**") invites proposals from qualified firms or individuals ("Proposers") to lease and maintain the City-owned real property commonly known as the "City Stables" located at 13560 Skyline Blvd., Oakland, CA 94619 (the "Property"). The Property includes one (1) parcel (APN 40A-3468-8-3), as more particularly shown on the attached parcel map (**Exhibit A**). The term "lease", as used in this RFP, includes, but is not limited to, the following meanings: lease, license, rent, operate, etc. The City is seeking proposals that will serve the needs of the local and regional community in the public interest, and in compliance with all applicable laws and the terms and conditions of the applicable grant deed (the "**Deed**") for the Property (**Exhibit B**). If a proposal is selected, leasing of the Property shall be pursuant to the City's lease agreement (the "**Agreement**"), to be negotiated with the City and subject to the approval of the City of Oakland's City Council (the "**City Council**").

A. BACKGROUND. The Property is a unique City of Oakland asset. The Property is on 7.2 acres of land in the Oakland hills. The historic property includes a horse corral, an uncovered lighted arena, and a barn with 16 horse stalls, maintenance barn, and other amenities, which are depicted in **Exhibit D**. To improve equitable access to recreational activities in historically marginalized and underserved communities, the City is offering the Property as an asset and invites a vendor to submit a proposal for the lease and maintenance of the Property.

B. TYPE OF PROPOSALS SOUGHT. The City seeks proposals to lease and maintain the Property for activities, programs, and operations in accordance with Oakland Parks, Recreation and Youth Development's ("**OPRYD**") objectives, zoning, and the Deed. Each proposal should reflect the City's goal of having an operator who provides a high level of service to the public while leasing and maintaining the Property and who, in a fiscally responsible manner, conducts related activities that preserve and improve the Property as a resource for the benefit of the community. Each Proposer, in preparing their

proposal, should consider all laws and available industry guidelines as applicable to open space, liability considerations, site development permits, public health standards, recreational operations, [The Americans with Disabilities Act \(ADA\)](#) access, and the highest standards of maintenance of all facilities and equipment.

The City will select a community-oriented partner to lease the Property, provide capital renovations, and maintain the facilities to a high standard. Although the lease of the facilities will allow for private programming, the City of Oakland equity goals outlined in Oakland Municipal Code Section 2.29.170 will guide the Agreement and require selected partners to prioritize all existing and future public City programs, immediate neighbors, and residents of Oakland to ensure inclusive and enhanced public access to the programming and quality facilities.

OPRYD sought input and guidance from neighbors, residents, and users to ensure the community's access to, and experience of, recreational services are met and enhanced through this RFP process. An existing vendor leases and maintains the site.

C. DEVELOPMENT/OPERATING PLAN. Proposals must include a conceptual plan for the Property, along with any proposed changes or additions to the existing facilities on the Property. Proposals shall consist of, at a minimum, detailed responses for the following requirements (Development/Operating Plan):

1. A preliminary site and floor plan showing the general location of the existing and proposed capital improvements and/or significant equipment on the Property, including a development schedule, a description of any proposed demolition, and a projection of development and construction costs. Drawings do not need to be detailed construction drawings. They should be drawn to a consistent scale in sufficient detail to clearly show all proposed improvements and facility types, dimensions, and locations.
2. A program plan describing the planned programs and activities and/or services for the Property, including hours of operation and proposed fees and charges, subject to the City's Master Fee Schedule, as may be adjusted by the City Council. Include types of users (e.g., City of residents, non-residents, recreation teams, club teams, youth, etc.). OPRYD shall have access to the facility with 24 to 72 hours' notice. Access to the Property must be available dusk to dawn.
3. A proposed term of the Agreement as detailed in Section D (Proposal Elements and Additional Agreement Provisions).
4. A financial proforma to support the plan.
5. A report detailing the projected economic impact of the proposal. Detail proposed sources of generating revenue, including but not limited to participant costs for adult and youth programs, stable fees for boarding of horses, horse programs and stable related business activities, horse shows and clinics and related equestrian activities, community outreach and educational activities, and/or gardening and horticultural programs to be provided at the Property. The City retains the right to restrict the permissible uses of the Property and set rates according to the City's Master Fee Schedule.

All aspects of the Development/Operating Plan, including proposed uses, improvements, and demolition, must be consistent with the future Agreement and are subject to approval by the City.

The selected Proposer must provide the necessary trade fixtures and equipment needed to accommodate the level of service to be provided under the Agreement. Title to those fixtures and equipment would remain vested in the selected Proposer until the end of the Agreement and permanent fixtures will vest to the city of Oakland upon expiration

D. PROPOSAL ELEMENTS AND ADDITIONAL AGREEMENT PROVISIONS. The City anticipates entering into the Agreement with the selected Proposer (sometimes referred to as “Lessee” in the following provisions) to memorialize in detail the elements of the chosen proposal. The following terms and conditions shall be incorporated into the Agreement, to be negotiated and executed between the selected Proposer and the City, subject to approval by the Oakland City Council:

1. Uses. The Property shall be used for equestrian and related programs, activities, operations, and services as described in the successful proposal, and incidental purposes in the best interests of the city as approved in advance by the City, in conformance with the Deed and the negotiated Agreement.

2. Premises. The Premises is depicted on the “Site Plan”, attached hereto as **Exhibit D** and incorporated herein. The term “Property”, as used in this Agreement, shall mean (i) any buildings and common areas (as defined in Section 6), (ii) the land (which is improved with landscaping and other improvements) upon which any buildings and common areas are located, and (iii) at City’s discretion, any additional real property, areas, land, buildings, or other improvements added thereto.

3. Term. The Proposer must justify the proposed term based on capital investment in improvements, equipment, facilities, and promoting the Property to the general public. Preferred term is five years with one 5-year option not to exceed 10 years.

4. Base Rent. Lessee shall pay a fixed base rent within thirty (30) days after the effective date of the Agreement, and thereafter on a monthly basis. The annual minimum rent shall be adjusted upward by no less than three percent (3%) annually.

5. Delinquent Rent. If Lessee fails to pay all or any part of the Rent, or any other rent when due, Lessee shall pay, in addition to the unpaid amount, five percent (5%) of the unpaid amount. If the Rent is still unpaid at the end of fifteen (15) days, Lessee shall pay an additional five percent (5%) of the unpaid amount for a total of ten percent (10%), which is hereby mutually agreed by the parties to be appropriate to compensate the City for loss resulting from the delinquency, including lost interest, lost opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payment of Rent be less than Twenty-Five Dollars (\$25) each time. In no event shall any penalties, or default interest rates charged to Lessee, exceed the amount permitted under applicable law. After thirty (30) days past due, unpaid amounts due the City under the Agreement may be referred to the City Controller’s Office for collection. Lessee shall pay to the City any collection-referral fee and all other fees and charges, plus interest as may then be charged by the City Controller’s Office under authority of the Oakland Municipal Code. Acceptance of late charges, and any portion of the late payment, by the City shall neither constitute a waiver of Lessee’s breach or default concerning the late payment, nor prevent the City from exercising any other rights and remedies available at law or in equity. As required by law, Lessee is hereby notified that a negative credit

report may be submitted to a credit reporting agency if amounts due the City are not paid when due.

6. Unauthorized Use Charge. Lessee will pay the City one hundred percent (100%) of the gross receipts for any service or use that is not permitted by the Agreement. This payment is subject to the due date provided in the Agreement for rental fees and the provision for delinquent rent. The existence of the one hundred percent (100%) charge in this clause, and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any City rights to terminate a service or use or to default Lessee for participating in or allowing any unauthorized use of the Property.

7. Time and Place of Payment. All payments to be paid by Lessee under the Agreement shall be made payable to the "City of Oakland" and be mailed to:

Oakland Parks, Recreation & Youth Development
Attention: Accounts Receivable
250 Frank H. Ogawa Plaza, Suite 3330
Oakland, CA 94612

Mailed payments are deemed paid upon the date they are received by Accounts Receivable.

8. Records. The selected Proposer shall keep complete and accurate accounting records, which shall be subject to City review at reasonable times to determine the nature and amounts of income from the activities on the Property. The City may periodically audit the records.

9. Right to Assign and Sublet. The selected Proposer may not assign the Agreement, or any interest therein, and may not sublet any portion thereof without prior written approval from the City. Approval may be conditioned upon the proposed assignee agreeing to revisions to the Agreement to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved who is not at least comparable to the original selected operator in financial and professional capabilities to operate the Property, as determined by the City.

10. Easements and Reservations.

- a. The City hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Property. Lessee will surrender the Property in good order and condition upon termination of the Agreement.
- b. The City reserves the right to grant and use easements, or establish and use rights-of-way, over, under, along, and across the Property for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. The City has the right to enter the Property to make repairs to or develop municipal resources and services.

11. Compliance with Laws. At its own cost, the selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations, now in effect or later, regarding all aspects of the Agreement and activities at the Property.

12. Competent Management. Throughout the Agreement term, Lessee shall provide competent management of the Property to the satisfaction of the City. For the purposes of this paragraph,

“competent management” shall mean demonstrated ability to manage and operate the allowed use and related activities in a fiscally responsible manner.

13. Noise Abatement. Amplified sound, including air horns and music that can be heard off premises, shall be prohibited on the Property. Lessee shall use its reasonable best efforts to minimize noise on the Property during the early morning hours of all weekends, using such tools as meetings, signage, written notices to all users (including, but not limited to, all players, coaches, referees, and sublessees), and by any other method that will result in the elimination of disturbance to the surrounding community.

14. Public Access Regulations. The general public shall have access to the Premises for the uses allowed under this Agreement during Lessee’s hours of operation. The general public shall not be wholly or permanently excluded from any portion of the Premises except for a small office area and hazardous area per the below. Lessee may apply reasonable restrictions, on a nondiscriminatory basis, for the general public’s use of the Premises consistent with the allowed uses. Lessee shall comply with the following, and all in conformity with the Deed and the Agreement:

- a. The leasehold areas shall be open to the public during daylight hours for passive uses (e.g., spectating, walking, hiking, parking, etc.), which do not interfere with the use of the leasehold by Lessee for maintenance, planting, watering, or other normal operations of Lessee. Lessee may reasonably direct the public to designated areas to provide a safety buffer between the public and the operations of Lessee.
- b. Visible signage must be created and installed on the fence line to advise the public that the public trail on the Property is open only during daylight hours.
- c. Public access to the Property and the public trail shall be prohibited after daylight hours.
- d. Motorized vehicles shall be allowed only where designated or directed by Lessee.
- e. Due to safety considerations, certain areas of the Property must necessarily be limited to use by Lessee, its agents, and its invitees only. The public should not be permitted in hazardous areas without prior authorization from Lessee.
- f. Notwithstanding any of the above, Lessee may restrict public access to the Property’s program area while in use.
- g. No animals, with the exception of guide dogs, shall be allowed on the Property without prior authorization from Lessee.
- h. The areas designated for particular uses on the site plan, attached hereto as **Exhibit D**, may be subject to change.
- i. Special events with outside organizations must go through the permit process.

15. Special Provisions.

- a. No construction or maintenance activity shall be allowed on the Property before 8:00 a.m. or otherwise in violation of the Oakland Municipal Code.
- b. No large maintenance vehicles or machinery shall be used or operated on the Property before 8:00 a.m.
- c. The City may determine the location of concessions/food purveyors on the Property.

- d. All organized users of the Property shall be notified that any use of the Property is at the discretion of and subject to reasonable conditions imposed by the City, and that no future use is implied or guaranteed.

16. Utilities. The selected Proposer may order and install utilities, subject to obtaining all necessary approvals and permits. In any event, the selected Proposer shall order, receive, and pay for all utilities, services, and installation charges in connection with the Property, subject to City review and approval.

17. Hazardous Substances. Lessee shall not allow the illegal installation, storage, utilization, generation, sale, or release of a Hazardous Substance, or otherwise regulated substance in, on, under, or from the Property. Lessee, and Lessee's agents and contractors, shall not install, store, utilize, generate, or sell any Hazardous Substance on the Property without City's prior written consent. Lessee shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including, without limitation, the Alameda County Department of Environmental Health, local fire agencies, the Alameda County Department of Agriculture / Weights and Measures, the Bay Area Air District, and the San Francisco Bay Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of, a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment, or device that holds or incorporates a Hazardous Substance or hazardous waste.

- a. Release. A "release" shall include, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a hazardous substance.
- b. Hazardous Substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as hazardous, and all types of petroleum-related substances and their chemical constituents.
- c. Remediation. Suppose Lessee's occupancy, use, development, maintenance or restoration of the Property results in a release of a Hazardous Substance. In that case, Lessee shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- d. Removal. If Lessee or Lessee's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, Lessee and/or Lessee's contractor or agent shall remove all Hazardous Substances and hazardous wastes in any container, equipment, or device from the Property immediately upon or prior to the expiration or earlier termination of this Agreement. Upon the City's request, Lessee shall deliver to the City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment, or devices from the Property. Lessee shall be responsible for any and all costs incurred by City to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- e. Indemnity. Lessee shall protect, defend, indemnify, and hold the City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting

from Lessee's occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Lessee's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

- f. **Notice of Release.** If Lessee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Premises, Lessee shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. Lessee shall deliver a written report thereof to the City within three (3) days after receipt of the knowledge, or cause for belief, and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Lessee knows, or has reasonable cause to believe, that such substance is an imminent release or is an imminent substantial danger to public health and safety, Lessee shall take all actions necessary to alleviate the danger. Lessee shall immediately notify the City in writing of: any violation, notice to comply, or notice of violation received; or the initiation of environmental actions or private suits related to the Property.

18. Nondiscrimination. The selected Proposer shall not discriminate against any person by race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in the use of the Property. The selected Proposer shall comply with the City's programs for equal employment opportunities. This program requires the selected Proposer to submit a Workforce Report (**Exhibit E**), and in some cases an Equal Employment Opportunity ("EEO") Plan. The selected Proposer shall comply with Oakland Municipal Code Chapter 2.32 "Equal Benefits Ordinance", which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. The selected Proposer shall certify that it will maintain such equal benefits throughout the term of the Agreement.

19. Insurance. The selected Proposer shall be required to carry commercial general liability and property damage insurance in accordance with the City's Schedule Q, attached here as **Exhibit F**. Sexual misconduct liability required, including for partner organizations.

20. Taxes. The selected Proposer must pay any and all taxes and assessments, including possessory interest taxes levied by reason of its possession, development, or use of the Property.

21. Default. The City reserves the right to terminate the Agreement in the event of the selected Proposer's failure to pay any Rent within fifteen (15) days of notice thereof, or to cure any curable default or breach within thirty (30) days of notice thereof.

22. Permits and Licenses. The selected Proposer will be required to obtain all necessary permits and licenses for the operations and activities on the Property, at the Proposer's sole cost and expense. By selecting a proposal or executing the Agreement, neither the City nor the City Council is obligating itself to the selected Proposer, or any governmental agent, board,

commission, or agency, with regard to any other discretionary action relating to any occupancy, use, development, maintenance, or restoration of the Property. "Discretionary action" includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

23. Non-responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses, or to waive any legal requirement, by reason of selecting a Proposer or executing the Agreement with the selected Proposer.

24. Improvements and Alterations. All improvements, demolitions, or alterations to the Property shall be in accordance with plans and specifications approved in advance by the City in writing and shall be at the sole cost and expense of the selected Proposer.

25. Maintenance. The Property is offered to be leased "as-is", and all maintenance and repairs shall be the responsibility of the selected Proposer throughout the term of the Agreement without expense to the City. The selected Proposer shall maintain the Property and all improvements thereon in a clean, safe, and well-maintained condition throughout the term of the Agreement, to the satisfaction of the City, and in compliance with all applicable laws. The selected Proposer, at its sole cost and expense, shall be responsible for the maintenance and Property for the term of the Agreement.

26. Ownership of Improvements. All improvements, except trade fixtures, installed on the Property during the term of the Agreement shall become the Property of the City, at the City's option, upon termination or expiration of the Agreement. If the City elects, all improvements shall be removed from the Property at the termination or expiration of the Agreement, at the selected Proposer's sole cost and expense. The selected Proposer must remove all trade fixtures and personal property upon termination or expiration without cost to the City or damage to the Property.

27. Hours of Operation. A regular schedule of days and hours of operation shall be established by the selected Proposer to best serve the public. Lessee will submit, ninety (90) days prior to the end of each calendar year, a schedule of any events, promotions, fundraisers, and/or events to be held on the Property. All schedules are subject to City approval. The selected Proposer shall continuously and actively operate an equestrian facility on the Premises during the entire lease term.

E. RESPONSIBILITIES OF PROPOSERS.

1. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating the Property. Submission of a Proposal will be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements.
2. Each Proposer shall complete a Credit Information Request form in its entirety (**Exhibit H**).
3. The selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.

4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer, upon written notice to the City's Real Property Asset Management Division.

F. PROPOSAL CONTENTS. All proposals must include at least the information specified below. Failure to include the information shall cause a proposal to be deemed non-responsive and result in its complete rejection. The inclusion of additional information that will assist the City in the evaluation is encouraged. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation, as further stated in Section J herein. The proposal submitted must be complete, and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals since there will be no auction or competitive negotiation, and the City reserves the right to select based solely on the information contained in submitted proposals. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals. All materials submitted to the City become the Property of the City and may not be returned.

Each proposal **MUST** include the following items:

1. **Identification.** The complete identity, including social security number, address, daytime phone number, and current employment of the Proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately-held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.

2. **Summary of Experience.** A resume or summary of the Proposer's experience, which must include a minimum of five (5) years in the past ten (10) years developing, managing and/or operating an establishment in the nature of that contained in the proposal. The names and contact information from a minimum of three (3) references who have had experience with Proposer during the past ten (10) years. If the Proposer is not going to be involved in the day-to-day operations of the Property, then the Proposer must include qualifications and verification that all persons to be employed in management capacity at the Property are qualified sufficiently to satisfy the requirements of this RFP.

3. **Financial Statements.** Current financial statements audited or prepared by a Certified Public Accountant, or tax returns for the preceding three years are required. Each Proposer shall submit a full and detailed statement of their true financial condition as of May 1, 2026, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Property, and its source and terms of repayment, must be included in the financial statement.

4. **Development/Operating Plan.** The proposal must include a Development/Operating Plan, as detailed in Section C of this RFP.

5. **Proposed Term.** Proposed term of the Agreement and the justification therefore in terms of the amount of investment.

6. **Rental Offer.** Rent to be offered as a guaranteed annual minimum rent and percentage rents by category to the City through the term of the Agreement.

G. NONCONFORMING PROPOSALS. Proposers requesting deviations from the provisions of this RFP should specifically address the requested changes in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

H. PRE-PROPOSAL INSPECTION. To give prospective Proposers an opportunity to view the site and conditions thereon, a pre-proposal inspection of the Property will be scheduled. It is **MANDATORY** that all Proposers attend one of the two available inspections listed below.

Dates of Pre-Proposal Inspections:

Wednesday, May 27, 2026, 10:00 am to noon

Thursday, May 28, 2026, 2:00 pm to 4:00 pm

Place: City Stables, 13560 Skyline Blvd, Oakland, CA 94619

Contact: Quincy Williams at QWilliams@Oaklandca.gov or (510) 424-3371

I. PROPOSAL SUBMISSION.

1. **Due Date:** Proposals must be submitted electronically to QWilliams@Oaklandca.gov by 4:00 p.m. on Monday, June 15, 2026. Proposals received after that time will not be considered.

2. **Place of Delivery:** Electronic submittal to QWilliams@Oaklandca.gov is required.

3. **Additional Information:** All materials submitted by Proposers become the property of the City and may not be returned, with the exception of financial information as stated below. Financial documents, if clearly labeled "Financial Material/Confidential" and upon request, will be removed from each proposal and returned to the Proposer upon completion of the City's review.

4. **Contact Person:** Quincy Williams, Assistant Capital Improvement Projects Coordinator, can be reached at QWilliams@Oaklandca.gov. Phone – (510) 424-3371 between 9:00 a.m. and 5:00 p.m., Monday through Friday.

J. PROPOSAL EVALUATION AND SELECTION. The City reserves the right to award this RFP and the Agreement to the proposal that provides the best value to the City, in light of the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the bidding process.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff and, if necessary, other persons selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information and materials contained in the proposals as submitted. The committee will then evaluate and score all responsive proposals based on the evaluation criteria indicated below. The highest-scored proposals shall then be deemed finalists; if necessary, the City reserves the right to expand the number of finalists in the event of ties. If less than three (3) responsive proposals are received, the committee will give further consideration to all responsive proposals received.

In Step Two, if, after review of proposals, the committee is satisfied that the top proposal is sufficient for recommendation, the proposers will be required to complete an in-person interview. After the in-person interview, City staff will select winning proposer. That Proposer will be recommended to the City Council for award. The recommended Proposer may then be required to appear before the City Council for award of the Agreement. The award of this RFP is contingent on approval by City Council. Selection of the proposal to be recommended to the City Council for award of the Agreement will be based on the evaluation criteria listed below:

1. Responsiveness (Maximum 15 points): The extent to which a proposal clearly addresses the elements of this RFP, including: the overall quality, attractiveness, and thoroughness of the proposal; a complete and detailed explanation of how the Proposer will meet the minimum requirements of the RFP; and understanding of the needs, goals, and objectives of the City, the Deed, the Agreement, while providing the highest and best use of the Property.

2. Attractiveness of Rental Offer and Financial Projections (Maximum 25 points): The City will give consideration to the amount of rent offered by the Proposer and the overall financial benefit of the proposal to the City. The proposal must provide a detailed break-even analysis that sets forth the point at which the Proposer will generate enough income to cover its expenses and begin generating profit. The proposal will be reviewed based on the attractiveness of, and demonstrated ability to achieve, the revenue projections for the proposed term of the Agreement, and the likelihood of exceeding the break-even point.

3. Professional Experience and Qualifications (Maximum 20 points): The extent to which a Proposer demonstrates, among other things, the following: experience in successfully managing an operation of the type contemplated in this RFP and the proposal; understanding of public safety with respect to the Property and ability to implement the components of the proposal. The Proposer should have at least five (5) years of experience in the past ten (10) years developing, managing, and/or operating an establishment in the nature of that contained in the proposal.

4. Financial Capability (Maximum 20 points): The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully develop and operate the Property in accordance with the proposal and the Agreement, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Property; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. Community/Public Service (Maximum 20 points): The proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public as articulated in the RFP.

Demographic data of persons served or to be served may be provided. Scoring preferences will be given to Oakland-based entities or partnerships that include Oakland-based entities.

6. Collaboration (Maximum 20 points): The Proposer provides documentation that it will collaborate/partner with an organization that serves City of Oakland residents in underserved, economically depressed areas.

Total Points: 120

K. ADDITIONAL INFORMATION FROM PROPOSERS. Proposers shall include a response to the following in their proposal(s): Has the Proposer received a negative performance evaluation (i.e., where the entity with whom the Proposer has a contract (the “contracting entity”) notes that Proposer’s performance is below the standards set forth in a contract or commercially acceptable standards), cure notice, show cause notice, suspension of progress payments, or letters of direction (hereinafter collectively referred to as a “Contract Deficiency”) on an agreement for developing, managing, and/or operating an establishment in the nature of that contained in the proposal in the last five (5) years? Yes/No: _____. If “no,” no further response is required. If “yes,” Proposer shall in its proposal provide responses to the following:

For each such Contract Deficiency during the last five (5) years, provide the name of the contracting entity, the contracting entity’s contract administrator, the contract administrator’s telephone number and address, a description of the Contract Deficiency, the time period at issue (i.e., the term of the contract), each date in which a Contract Deficiency occurred and was resolved, and how Proposer and contracting entity resolved each Contract Deficiency (i.e., what steps or measures were taken by Proposer to address or correct the negative performance evaluation, notice, or action), and whether the Contract Deficiency resulted in termination, in whole or in part, of the subject contract.

In addition, the City reserves the right to request information from Proposers beyond that specified in this RFP. As stated above, Proposers may be requested to physically appear before an evaluation committee but will not be obligated to do so.

L. INCURRED COSTS. The City is not responsible for any costs, expenses, or burdens incurred by Proposers in preparing and submitting proposals.

M. REVIEW OF PROPOSALS BY THE GENERAL PUBLIC. All proposals and all contents thereof received shall be considered confidential until OPRYD recommends a proposal to the City Council, at which time all proposals and all contents thereof shall become public information and available to the public for review. Notwithstanding the foregoing, all financial statement portions of all proposals, if clearly marked “Financial Material/Confidential” by Proposer, shall be permanently considered confidential and, therefore, not available for public review.

N. CITY RIGHT TO REJECT. Notwithstanding any other provision of this RFP, the City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by the Proposers who have any outstanding debt with the City.

O. QUALIFICATION OF PROPOSAL. THIS IS NOT A BID SOLICITATION, AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL AND OPRYD RESERVE THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL

TRANSACTIONS DISCUSSED, REFERENCED, OR IMPLIED HEREIN ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL AND OPRYD.

P. NON-DISCRIMINATION NOTICE. It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

Q. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM. Proposer understands that failure to comply with the following requirements, and/or submitting false information in response to these requirements, shall result in rejection of the proposal by the City and may result in debarment of the Proposer from participating in City contracts for a period of not less than one (1) year.

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, the City's [Equal Employment Opportunity / Anti-Discrimination / Non-Harassment Policy and Complaint Procedure](#), memorialized in the City's Administrative Instruction 71, effective March 9, 2020. Proposer and all of its subcontractors are individually responsible to abide by its contents. Proposer shall insert the foregoing provisions in all subcontracts for any work covered by the proposal so that such provisions will be binding upon each subcontractor. Proposer agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff. Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law. Proposer shall submit a current Workforce Report or a current EEO Plan, as required by Section 22.2705 of the Oakland Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. A copy of the Workforce Report is attached as **Exhibit E**.

2. Equal Benefits. Proposer shall comply with Oakland Municipal Code Chapter 2.32, which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Agreement and shall submit a current Equal Benefits Ordinance Certification of Compliance (**Exhibit I**).

3. Local Business and Employment. Proposer acknowledges that the City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

R. RETURN OF FAITHFUL PERFORMANCE DEPOSIT. All good faith deposits will be returned to unsuccessful Proposer(s) within thirty (30) days of final City Council approval of the selected Proposer.

For the selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Agreement between the selected Proposer and the City. Should the selected Proposer unilaterally withdraw from contract negotiations, the deposit shall be forfeited to the City.

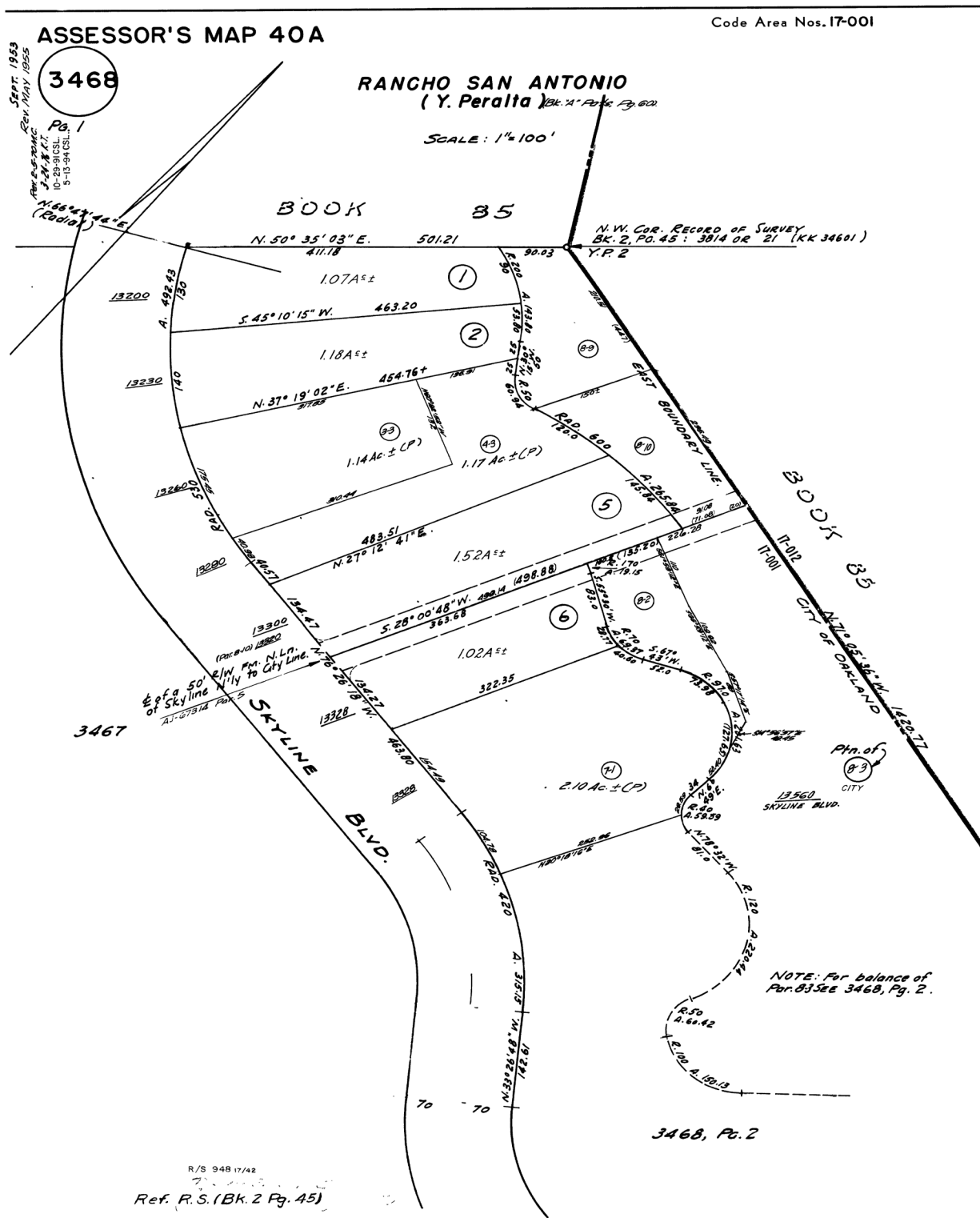
S. ASBESTOS DISCLOSURE. Portions of certain structures on the Property may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from the City of the presence of such asbestos in accordance with California Health and Safety Code Section 25915. Proposer shall indemnify and hold the City harmless from any loss or claim which may result from the existence of asbestos on the Property.

T. REAL ESTATE BROKER'S COMMISSION. The City of Oakland shall not pay any broker's fee, finder's fee, commission, or similar compensation in connection with this proposal and subsequent agreement. All Proposers hereby agree to indemnify, defend, protect, and hold the City harmless against any and all liability, loss, cost, damage, or expense (including reasonable attorneys' fees and costs) which either Party may sustain or incur by reason of any claim for a brokers fee, finder's fee, commission, or other similar compensation in connection herewith, arising out of any claim by reason of services alleged to have been rendered to, or at the request of, the indemnifying Party.

U. SCHEDULE OF EXHIBITS.

1. Exhibit A – Parcel Map
2. Exhibit B – Grant Deed
3. Exhibit C – City of Oakland Master Fee Schedule (City Stables)
4. Exhibit D – Site Plan
5. Exhibit E – Annual Report
6. Exhibit F – Schedule Q
7. Exhibit H – Credit Information Request
8. Exhibit I – Equal Benefits Ordinance Certification of Compliance
9. Exhibit J - Premises Photos

EXHIBIT A PARCEL MAP (APN: 40A-3468-8-3)



**EXHIBIT B
GRANT DEED**

RECORD THIS INSTRUMENT BY PREMIER TITLE COMPANY AND WHEN RECORDED HAVE THE DEED AND UNLESS OTHERWISE SHOWN HEREIN, MAY TAX STATEMENTS TO NAME THE CITY OF OAKLAND ADDRESS 1310 BROADWAY, 8TH FLOOR CITY OAKLAND, CA 94612 STATE CA	RECORDED at REQUEST OF: PREMIER TITLE CO. At 8:30 A.M. SEP 11 1991 91243413 OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA RENE C. DAVIDSON COUNTY RECORDER D.H. PLACE HEREON THE LINE FOR RECORDER'S USE The Order No. 51115 Record or Copy No. 51115
--	---

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS EXEMPT CITY TAX IS EXEMPT
☐ computed on full value of property conveyed, or
☐ computed on full value less value of debt or encumbrance remaining at time of sale.
☐ Unincorporated Grant: THE CITY OF OAKLAND and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MARY K. DUNN, ALSO KNOWN AS MARY NEEL DUNN, a widow
legally SEPARATE from THE CITY OF OAKLAND, a MUNICIPAL CORPORATION

The following described land is hereby granted to the CITY OF OAKLAND
County of ALAMEDA State of California

FOR A DESCRIPTION OF THE PREMISES SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.

A.E.N. 0040A-0468-008-D7

Witness August 26, 1991

GRANTOR(S)
COUNTY OF
Witness to be
Undersigned in presence of Public Officer and notary

Witness to be
Undersigned in presence of Public Officer and notary

*Mary K. Dunn, Also Known As
Mary Neel Dunn*
MARY K. DUNN
MARY NEEL DUNN

State of California **Premier Title Company**
County of Alameda **91243413**

On August 26, 1991 before me the undersigned, a notary public, personally appeared
MARY K. DUNN, ALSO KNOWN AS MARY NEEL DUNN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature *Allen Asth* (Seal)
ALLEN ASTH

My Comm. Exp. June 21, 1994

91343013

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27261)

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant deed dated the 26th day of August 1991 from MARY S. DUNN, AKA MARY KELL DUNN to the CITY OF OAKLAND, a municipal corporation, is hereby accepted by order of the City Council by Resolution No. 38359 C.M.S. adopted September 12, 1997, and recorded in Book 8408 at Page 215, in the official records of the Recorder of Alameda County, State of California, and the grantee consents to recordation thereof by its duly authorized officer.

Date: August 26, 1991

By:


Frank Panaliti
Manager, Real Estate Services

4-7

EXHIBIT "A"

91243413

Parcel 1:

Portion of the land shown on the "Record of Survey, West Coast Properties Ltd., Oakland, Alameda County, California", filed March 8, 1948, in Book 2 of Licensed Surveys, Page 45, Alameda County Records, described as follows:

Beginning at a point on the northeastern line of said land shown on said "Record of Survey", distant thereon South $71^{\circ} 05' 38''$ East, 447 feet from the most Northern corner of said land shown on said "Record of Survey"; and running thence along the Northeastern line of said land shown on said "Record of Survey", South $71^{\circ} 05' 38''$ East, 873.77 feet to an angle point therein; thence continuing along the last named line South $38^{\circ} 20' 36''$ East, 302 feet to a point distant thereon North $38^{\circ} 20' 36''$ West, 800.29 feet from the most Eastern corner of the land shown on said "Record of Survey"; thence South $76^{\circ} 10' 53''$ West, 123.86 feet; thence tangent with the last mentioned course Westerly on a curve to the right, with a radius of 90 feet, a distance of 88.68 feet; thence on a reverse curve to the left, with a radius of 110 feet Westerly, 84.00 feet; thence on a reverse curve to the right with a radius of 85 feet Westerly, 61.84 feet; thence on a reverse curve to the left, with a radius of 50 feet Westerly, 23.01 feet; thence on a compound curve to the left, with a radius of 170 feet Westerly, 87.43 feet; thence tangent with the last mentioned course, South $81^{\circ} 25'$ West, 156 feet; thence tangent with the last named course Westerly on a curve to the right, with a radius of 100 feet, a distance of 150.13 feet; thence on a compound curve to the right, with a radius of 80 feet Northerly, 60.42 feet; thence on a reverse curve to the left, with a radius of 170 feet Northerly, 220.44 feet; thence tangent with the last mentioned course, North $76^{\circ} 32'$ West, 81 feet; thence tangent with the last mentioned course, Westerly and Northerly on a curve to the right, with a radius of 90 feet, a distance of 59.59 feet; thence tangent with the last mentioned course, North $8^{\circ} 49'$ East, 34 feet; thence tangent with the last mentioned course Northerly and Easterly on a curve to the left, with a radius of 97 feet, a distance of 201.63 feet; thence tangent with the last mentioned course, South $87^{\circ} 43'$ West, 62 feet; thence tangent with the last mentioned course Westerly on a curve to the right with a radius of 70 feet, a distance of 69.27 feet; thence tangent with the last mentioned course, North $65^{\circ} 30'$ West, 83 feet; thence tangent with the last mentioned course Westerly on a curve to the left, with a radius of 170 feet, a

EXHIBIT 1A-
Continued

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distance of 19.15 feet to a line drawn South 28° 00' 48" West from the point of beginning; and thence North 28° 00' 48" East, 226.28 feet to the point of beginning.

Excepting Therefrom, that portion thereof, described as follows:

A portion of the land shown on the "Record of Survey, West Coast Properties Ltd., Oakland, Alameda County, California", filed March 8, 1948, in Book 2 of Licensed Surveys, Page 43, Alameda County Records, described as follows:

Beginning at a point on the Northern line of Skyline Boulevard, as shown on said "Record of Survey", distant therefrom Easterly, 667.47 feet from the most Western corner of said tract of land shown on said "Record of Survey"; thence North 28° 00' 48" East, 463.88 feet to the actual point of commencement; thence South 61° 59' 12" East, 110 feet; thence South 66° 53' 12" East, 109.82 feet; thence South 57° 17' 14" East, 80 feet; thence South 12° 58' 57" East, 46.45 feet to a point on the Western boundary line of that certain parcel of land described in the Deed from Fred L. Bealis and wife, to Rensho San Antonio Inc., a corporation, dated April 29, 1955, recorded May 20, 1955, in Book 7867 DK, Page 193 (AK/54949), Alameda County Records, designated as Parcel 1 therein; thence along the exterior boundary line of said last mentioned parcel of land, the six following courses and distances: Northerly, Northwesterly and Westerly along the arc of a curve to the left, with a radius of 97 feet, from a tangent which bears North 22° 57' 34" West, a distance of 151.23 feet; thence South 67° 43' West tangent with said last mentioned arc, 52 feet; thence Westwily and Northwesterly along the arc of a curve to the right with a radius of 70 feet tangent to said last mentioned course, 89.37 feet; thence North 55° 30' West tangent with said last arc, 83 feet; thence Northwesterly along the arc of a curve to the left, with a radius of 170 feet, tangent to said last mentioned course, 19.15 feet and thence North: 28° 00' 48" East, 100.20 feet to the actual point of commencement.

Parcel 2:

A non-exclusive easement for road and public utility purposes, appurtenant to Parcel 1 above, over and along the property described as follows:

A portion of the tract of land shown on "Record of Survey, West Coast Properties Ltd., Oakland, Alameda County, California", filed March 8, 1948, in Book 2 of Licensed Surveys, Page 43, Alameda County Records, described as follows:

Beginning at a point on the Northern line of Skyline Boulevard, as shown on said "Record of Survey", distant therefrom Easterly, 664.55 feet from the most Western corner of said tract of land shown on said "Record of Survey"; running thence along said line of Skyline Boulevard, South 75° 26' 10" East, 25.82 feet; thence

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EXHIBIT "A"
Continued

North 28° 00' 48" East, 499.33 feet; thence Westerly along the arc of a curve to the left, with a radius of 600 feet from a tangent which bears North 73° 28' 32" West, a distance of 12.78 feet to the Southeastern corner of that certain parcel of land designated as Parcel 1 in the Deed from Robert C. Dison and Thelma F. Dison, his wife, to Ross R. Kellerman and Eleanor R. Kellerman, his wife, dated July 20, 1959, recorded July 21, 1959, in Book 6095, Page 247 (AO/65964), Alameda County Records; thence Westerly along the Southern boundary line thereof, along the arc of said curve to the left, with a radius of 600 feet, a distance of 12.78 feet, more or less, to the intersection with a line drawn North 28° 00' 48" East from the point of beginning; thence along said last mentioned line, as drawn, South 28° 00' 48" West, 499.14 feet to the point of beginning.

Excepting from Parcel 2, that portion thereof lying within the boundaries of Parcel 1.

Parcel 3:

An easement and right of way for sewer and all public utility purposes, together with right of ingress and egress for all purposes connected therewith, appurtenant to and for the benefit of Parcel 1 above described, in, under, over, along and across the Southeastern 5 feet of Parcel 1 of the real property described in the Deed by Broadway National Corporation, to Skyline Terrace, Inc., dated August 2, 1954, recorded September 15, 1954, Book 7423 OR, Page 593 (AJ/80489), Alameda County Records.

Parcel 4:

An easement and right of way for sewer and public utility purposes, together with right of ingress to and egress from, for all purposes connected therewith, appurtenant to and for the benefit of Parcel 1 above described, in, under, over, along and across the Northwestern 5 feet, right angle measurement, of the parcel of land described in the Deed by Broadway National Corporation, to Skyline Terrace, Inc., dated August 2, 1954, recorded September 15, 1954, Book 7423 OR, Page 591 (AJ/80488), Alameda County Records.

Parcel 5:

An easement and right of way for sewer and all public utility purposes, together with right of ingress to and egress from, for all purposes connected therewith, appurtenant to and for the benefit of Parcel 1 above designated, in, under, over, along and across the Eastern 5 feet, right angle measurement, of the parcel of land described in the Deed by Broadway National Corporation, to Skyline Terrace, Inc., dated June 29, 1953, recorded July 25, 1953, Book 7394 OR, Page 123 (AH/67775), Alameda County Records.

EXHIBIT "A"

Parcel 6:

An easement and right of way for sewer and all public utility purposes, together with right of ingress to and egress from, for all purposes connected therewith, appurtenant to and for the benefit of Parcel 1 above described, in, under, over, along and across the Western 5 feet, right angle measurement, of the parcel of land described in the Deed by Broadway National Corporation, to Skyline Terrace, Inc., dated January 9, 1953, recorded March 25, 1953, Book 6953 OR, Page 233 (AH/25085), Alameda County Records.

Parcel 7:

An easement and right of way for sewer and all public utility purposes, together with right of ingress to and egress from, for all purposes connected therewith, appurtenant to and for the benefit of Parcel 1 above described, in, under, over, along and across the Northeastern 5 feet, right angle measurement, of the Parcel of land described in the agreement to sell by Skyline Terrace, Inc., to Velma L. Fish and Donald Fish, dated September 20, 1953, recorded February 24, 1955, Book 7577 OR, Page 281 (AJ/26025), Alameda County Records.

Parcel 8:

An easement and right of way for sewer and all public utility purposes, together with right of ingress to and egress from, for all purposes connected therewith, appurtenant to and for the benefit of Parcel 1 above described, in, under, over, along and across the Western 5 feet, right angle measurement, of the parcel of land described in the Deed by Broadway National Corporation, to Skyline Terrace, Inc., dated March 10, 1953, recorded March 22, 1953, Book 6581 OR, Page 95 (AH/25271), Alameda County Records.

Parcel 9:

An easement for driveway, sewer and all public utility purposes, appurtenant to and for the benefit of Parcel 1 above described, in, under, over and along the Western 5 feet, right angle measurement, of the parcel of land described in the Deed by Broadway National Corporation, to Skyline Terrace, Inc., dated August 8, 1954, recorded August 11, 1954, Book 7394 OR, Page 502 (AJ/69103), Alameda County Records.

Parcel 10:

An easement for roadway, sewer and all public utility purposes, appurtenant to and for the benefit of Parcel 1 above described, in, under, over and along a strip of land described as follows:

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EXHIBIT "A"

Portion of the tract of land shown on the "Record of Survey", filed March 6, 1948, in Book 2 of Licensed Surveys, at Page 46, Alameda County Records, described as follows:

Beginning at the intersection of the Northern line of Skyline Boulevard, with the Western line of the parcel of land described in the Deed by Broadway National Corporation, to Skyline Terrace, Inc., dated August 9, 1954, recorded August 11, 1954, Book 7384 OR, Page 342 (AJ/69103), Alameda County Records; and running thence along said line of Skyline Boulevard westerly on a curve to the left, with a radius of 420 feet, a distance of 25 feet, more or less, to a line drawn parallel with the Western line of said land described in said Deed, and distant at right angles, 25 feet westerly therefrom; thence along said parallel line North 8° 51' 50" East, 300 feet, more or less, to a line drawn parallel with the Northwestern line of said land shown on said "Record of Survey", and distant at right angles 25 feet southwesterly therefrom; thence along said last named parallel line North 38° 20' 39" West, 40 feet, more or less, to the Southern line of the 9.2 acre tract of land firstly described in the Deed by West Coast Properties, Ltd., to El Rancho San Antonio, Inc., dated July 14, 1950, recorded July 14, 1950, Book 6164 OR, Page 269 (AE/61471), Alameda County Records; thence along the last named line North 76° 10' 53" East, 25 feet, more or less, to the Northeastern line of said land shown on said "Record of Survey"; thence along the last named line South 38° 20' 39" East, 40 feet to the Western line of said land described in said first above mentioned deed; and thence along the last named line South 8° 51' 53" West, 305.40 feet to the point of beginning.

Assessor's Parcel No.: 040A-3465-008-03

EXHIBIT C

CITY OF OAKLAND MASTER FEE SCHEDULE (CITY STABLES)

Fee Description	Fee Unit
1. Horse Stall Rental	485.00 - 650.00 Month
2. Riding Lessons (Group)	25.00 - 85.00 Hour
3. Riding Lessons (Private)	60.00-100.00 Hour
4. Equestrian Day Camp	200.00-500.00 Week
5. Equestrian Clinics (all ages)	100.00 - 1,000.000 Clinic
6. Arena Rental	
a. Arena Rental (Monday-Friday)	15.00 Hour
b. Arena Rental (Saturday-Sunday)	20.00 Hour
7. Stable Grounds Rental (Area A)	66.00 Hour
8. Stable Grounds Rental (Area B)	41.00 Hour
9. Facility Rental Deposit	309.00 Event
10. Surcharge For Feed	5.00 – 100.00 Month
Effective July 1, 2025	

EXHIBIT D
SITE PLAN

LEGEND:

HISTORIC STABLES & HACIENDA

UNCOVERED ARENA

BARN

STABLES & TACK ROOMS

RESTROOMS

COVERED ARENA



EXHIBIT E
ANNUAL REPORT

An OPRYD staff member will provide a template for reporting beneficiaries served by this program before the end of the 1st year. This report will be submitted to OPRYD within 90 days after the end of each year.

EXHIBIT F
SCHEDULE Q INSURANCE
SCHEDULE Q, INSURANCE REQUIREMENTS

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 claim - 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. c. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date before 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, the Contractor must also maintain Errors and Omissions (Professional Liability) insurance in the amount 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 breach 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 data, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to meet 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 grounds 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 I

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

THE CITY OF OAKLAND'S EQUAL BENEFITS ORDINANCE (EBO) REQUIRES THAT CONTRACTORS DOING BUSINESS WITH THE CITY PROVIDE EQUAL BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS AND SPOUSES. TO COMPLY, COMPANIES MUST SUBMIT AN EQUAL BENEFITS ORDINANCE CERTIFICATE OF COMPLIANCE.

IF YOU NEED A SAMPLE CERTIFICATE OR FURTHER GUIDANCE, YOU CAN FIND THE NECESSARY FORMS AND ADDITIONAL INFORMATION ON THE CITY OF OAKLAND'S OFFICIAL [WEBSITE](#).

EXHIBIT J
PREMISES PHOTOS

