

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OAKLAND
AND THE CITY OF PORTLAND REGARDING TEMPORARY
LOAN OF EQUITY PROFESSIONAL TO CITY OF OAKLAND**

Whereas, the Oakland City Council has authorized the Oakland City Administrator to enter into this Memorandum of Understanding ("MOU" or "Agreement") with the City of Portland for professional or specialized services.

Whereas, the Portland City Council has approved this MOU and has authorized the Mayor to enter into and execute this MOU on behalf of the City of Portland.

Now therefore the parties to this MOU covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of **December 10, 2015** between the City of Oakland, a municipal corporation, ("Oakland"), One Frank H. Ogawa Plaza, Oakland, California 94612, and the City of Portland ("Portland" 1221 SW 4th Avenue, Room 110, Portland, Oregon 97204).

2. Scope of Services

Portland agrees to temporarily loan its Director, Office of Equity and Human Rights (Portland's Employee), to Oakland to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference. Portland shall designate an individual who shall be responsible for communications with Oakland for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for Oakland shall be **Stephanie Hom, Deputy City Administrator**.

3. Time of Performance

Portland's Employee's services shall begin on [**Month Date, Year**] and shall be completed on or before [**Month Date, Year.**]

4. Compensation and Method of Payment

Portland will be reimbursed for performance of the scope of services by Portland's Employee in an amount that will be based upon actual costs but that will be "Capped" so as not to exceed sixty-seven thousand dollars (\$67,000), including fully burdened labor, temporary housing and travel based upon the scope of services in **Schedule A**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if Portland's actual costs exceed the Capped amount.

5. No Employment Relationship Between Oakland and Portland's Employee

a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Portland's Employee is only on temporary loan to Oakland for the limited period of time provided in this MOU. Portland's Employee shall remain an employee of Portland and is not an employee of Oakland for any purpose. No employment relationship between Oakland and Portland's Employee is created by this MOU. Portland has and shall retain the right to exercise full control and supervision of Portland's Employee in the performance of Portland's services hereunder. Portland shall be responsible for paying Portland's Employee his wages and benefits, including social security [if applicable], withholding and all other regulations governing such matters. Oakland will reimburse Portland for Portland's Employee's wages and benefits as described in **Schedule A**. Portland's Employee will determine the method, details and means of performing the services described in **Schedule A**.

b. Portland's Employee's Qualifications

Portland represents that Portland's Employee has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of Oakland. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Portland's Employee has complete and sole discretion for the manner in which the work under this Agreement is performed.

c. Tools, Materials and Equipment

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

d. Cooperation of Oakland

Oakland agrees to comply with all reasonable requests of Portland and Portland's Employee necessary to the performance of Portland's Employee's duties under this Agreement.

6. Proprietary or Confidential Information of Oakland

Portland understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Portland may have access to private or confidential information which may be owned or controlled by Oakland and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Oakland. Portland agrees that all information disclosed by Oakland to Portland's

Employee shall be held in confidence and used only in performance of the Agreement unless otherwise specifically authorized in advance and in writing by Oakland. Portland shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Portland's Employee shall sign a Release of Liability and Acknowledgement of Propriety or Confidential Information Policy.

7. Ownership of Results

Any interest of Portland in studies, reports, memoranda, or other connection with services to be performed under this Agreement shall be assigned and transmitted to Oakland. However, Portland may retain and use copies for reference and as documentation of its experience and capabilities.

8. Audit

Portland shall maintain (a) a full set of accounting records related to the performance by Portland and Portland's Employee under this Agreement in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement.

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

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

9. Assignment

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

10. Insurance

Portland shall maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit Portland to discharge promptly any obligations it incurs by operation of this Agreement, including but not limited to Workers' Compensation insurance. Oakland is not responsible for providing Workers' Compensation insurance for Portland's Employee.

11. Indemnification

- a. Notwithstanding any other provision of this Agreement, but subject to and in accordance with the provisions and any applicable limitations of the Oregon Tort Claims Act (Oregon Revised Statutes 30.260 through 30.300), Portland shall indemnify and hold harmless (and at Oakland's request, defend) Oakland, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Portland's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Portland under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Portland under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Portland;
 - (v) Unauthorized use or disclosure by Portland of Confidential Information as provided in Section 6 Proprietary of Confidential Information of Oakland above; and
 - (vi) Claim of infringement or alleged violation by Portland of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Portland" includes the City of Portland, Portland's Employee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. Oakland shall give Portland prompt written notice of any such claim of loss or damage and shall cooperate with Portland, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with Oakland's interests.
- d. Notwithstanding the foregoing, Oakland shall have the right if Portland fails or refuses to defend Oakland with Counsel acceptable to Oakland to engage its own counsel for the purposes of participating in the defense. In addition, Oakland shall have the right to

withhold any payments due Portland in the amount of anticipated defense costs plus additional reasonable amounts as security for Portland's obligations under this Section 15. In no event shall Portland agree to the settlement of any claim described herein without the prior written consent of Oakland.

- e. Portland acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision subject to and in accordance with the provisions and any applicable limitations of the Oregon Tort Claims Act (Oregon Revised Statutes 30.260 through 30.300), which obligation shall arise at the time any action or claim is tendered to Portland by Oakland and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Portland's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee. Oakland shall indemnify and hold harmless (and, at Portland's request, defend) Portland and each of its elected officials, officers, employees and agents from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Portland's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by Oakland's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. Oakland's liability under this Agreement shall be limited to payment of Portland in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

12. Termination on Notice

Each party shall have the option, in its sole discretion, to terminate this Agreement at any time during its term for convenience and without cause. Either party may exercise this option by providing the other party with written notice of termination. The notice shall specify the date on which termination shall become effective.

13. Conflict of Interest

a. Portland

The following protections against conflict of interest will be upheld:

- i. Portland shall immediately notify Oakland of any real or possible conflict of interest between work performed for Oakland and for other clients served by Portland.

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

b. No Waiver

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

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to Oakland under this Agreement and under federal, state and local law, Portland understands and agrees that, if Oakland reasonably determines that Portland has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, Oakland may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Portland to Oakland of any amounts disbursed under this Agreement. In addition, Oakland may suspend payments or terminate this Agreement whether or not Portland is responsible for the conflict of interest situation.

14. Validity of Contracts

This MOU shall not be binding or of any force or effect until it is:

(A) On behalf of the City of Oakland: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the Oakland City Attorney, and iii) signed by the City Administrator or her designee; and

(B) On behalf of the City of Portland: i) approved by ordinance duly adopted by the Portland City Council; ii) approved as to form and legality by the Office of the Portland City Attorney; and iii) signed by the Mayor on behalf of the City of Portland.

15. Governing Law

This Agreement shall be governed by the laws of the State of California except with regard to the duty of the City of Portland to defend and indemnify which shall be governed by the laws of the State of Oregon.

16. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)
City Administrator's Office
1 Frank H. Ogawa Plaza, 3rd Floor
Oakland, CA 94612

(City of Portland)
1221 SW 4th Avenue, Room 110
Portland, OR 97204
Attn: _____

Attn: Stephanie Hom

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

17. Entire Agreement of the Parties

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

18. Modification

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

19. Severability/Partial Invalidity

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

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

20. Time of the Essence

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

21. Completion and Close out

Within thirty (30) days of completion of the performance under this Agreement, the Portland shall make a determination of any and all final costs due under this Agreement and shall submit a

requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to Oakland. Failure of the Portland to timely submit a complete and accurate requisition for final payment shall relieve Oakland of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Portland.

22. Approval

If the terms of this Agreement are acceptable to Portland and Oakland, sign and date below.

23. Inconsistency

If there is any inconsistency between this MOU and the attachments/exhibits, the text of this MOU shall prevail.

City of Oakland,
a municipal corporation

City of Portland

Sabrina B. Landreth (Date)
City Administrator

Charlie Hales (Date)
Mayor

Approved as to form and legality:

City Attorney's Office (Date)

City Attorney's Office (Date)

END OF MEMORANDUM OF UNDERSTANDING

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Schedule A

SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

The City of Portland, Oregon ("Portland"), will loan to the City of Oakland ("Oakland") its employee, Dante J. James ("Mr. James"), Director of Portland's Office of Equity and Human Rights, to assist Oakland as a consultant and technical advisor in the initial setup and infrastructure development of Oakland's new Office of Race and Equity for a period of up to three months.

The amount to be paid pursuant to this Memorandum of Understanding shall not exceed sixty-seven thousand dollars (\$67,000), including fully burdened labor, temporary housing and travel expense. All reimbursable expenses must be included in this budget. The maximum that will be paid for the entire scope of service will not exceed the not-to-exceed amount above, even if the actual costs exceed the amount referenced above. If the scope of service requires a change, Oakland must approve the changes in writing before they are incurred. Oakland will not approve bills/invoices that are in excess of budget, absent prior approval.

Background

Portland's Office of Equity and Human Rights has been in working existence since March, 2012, when Mr. James arrived to open the office. Since that time, that Office has organized around mission, vision and goals, reorganized program areas and staffing models, added additional staff, and achieved several measures of success across the city bureaucracy. The conversation, understanding, and work have begun to be institutionalized and embedded within Portland city agencies. Portland's City Council recently voted to have the equity training our office provides be mandatory for all city employees, and passed a set of overall city-wide racial equity goals, along with strategies to achieve them. These were passed specifically as binding city policy, and agencies and their directors will be held accountable for demonstrating their efforts at achievement.

Portland's Office of Equity and Human Rights has been a model for the City of Tacoma, which in December 2014 passed an ordinance establishing its Office of Equity and Human Rights. Mr. James assisted its creation by meeting with its city manager, human resources director, deputy mayor, and the future director of the office. The new staff came and spent the day with my staff, attending our training and pairing up with their counterparts to gain a greater perspective on the work. The Portland and Tacoma offices continue to have a close working relationship.

Mr. James and his staff have consulted with other cities around the country about this work and led sessions or panel discussions at regional and national conferences.

Work To Be Performed**1. Time Period**

The total time commitment for this project is up to three (3) months. Within this time-frame, Mr. James would return to Portland at least twice, so that he may complete necessary work at his office

in Portland. Oakland and Mr. James will mutually agree to the schedule for the up to three (3) months of time commitment to this project.

2. Schedule

Mr. James will be expected to work, at a minimum, 8:30 am to 5:00 pm Monday thru Friday. Additionally, he will be expected to attend after-hours and/or weekend events, and meetings at various community events or with community leaders where his presence would be important to the foundation and visibility of a new department.

3. Work Product

Mr. James will establish a foundational structure for Oakland's Department of Race and Equity. He will bring the same expertise that he used in creating and developing Portland's Office of Equity and Human Rights to this project. His work will include, but not be limited to:

Description	Deliverables
Guide strategic planning	Develop written recommendations that will assist the organization in having a strategic planning approach to a "fair and just" principle that promotes fairness and equitable opportunities for all people and communities.
Guide the creation of a vision and mission statement	Develop draft vision and mission statements appropriate for the organization.
Help create office organizational structure	Provide written recommendations on the Department of Race and Equity organization structure.
Help with media messaging	Develop and/or review materials related to Race and Equity for dissemination to the public and/or media representatives.
Help manage and facilitate community expectations and engagement	Participate in meetings with the community to facilitate expectations and community engagement in application of equity tools and objectives within local government.
Help and facilitate internal bureaucratic engagement	Provide equity training to senior staff within the organization. Engage in one-on-one discussions to develop in depth understanding of equity tools and objectives.
Advise in the creation of equity training curricula	Provide sample equity training curricula that are appropriate for the organization.

Help develop equity tools	Provide sample equity tools that are appropriate to the organization.
Share and train on the use of equity tools that may be adopted	Establish, coordinate and conduct training on the use of equity tools throughout different function areas of the organization.
Help with the hiring of a Director	Upon request, review and provide input on recruitment materials. Assist recruitment efforts through outreach to other equity professionals and organizations. Participate on interview panel /selection process, as appropriate.
Facilitate introduction of new Director to other equity professionals around the country	Set up and follow through with meeting appointments via phone, Skype, or in person.
Other actions or activities that promote the development, visibility, and success of the office	

4. Wages and Benefits

During the period when Mr. James is on loan to Oakland, Portland will pay Mr. James his wages and benefits. Oakland shall reimburse Portland for his wages and benefits at the following rates:

Wages:	\$70.93 / hour
Benefits:	\$25.10 / hour
Total Wages & Benefits:	\$96.03 / hour

Oakland will reimburse Portland one day's pay for each day or portion of a day Mr. James reports to work in Oakland. One day's pay shall be \$772.00. Oakland is only responsible for payment of Mr. James' wages and benefits for the days Mr. James reports to work in Oakland. It is specifically understood that Mr. James is a salaried employee and is not entitled to overtime pay.

5. Billing Instructions for Payment of Wages and Benefits

Bills/invoices must be submitted monthly, unless another arrangement is agreed to in writing. All bills/invoices should be submitted on City of Portland letterhead and include, at minimum, time period for which payment is requested, number of days worked (not to exceed five (5) days / work week), brief description of services performed, and name/address to where payment should be sent.

The not exceed amount stated above assumes that reimbursement of wages and benefits will not exceed \$50,180.

6. Housing

Oakland will provide temporary housing to Mr. James on behalf of Portland at Oakland's expense for the time period when Mr. James is on loan to Oakland at the Extended Stay America, or comparable housing.

7. Travel

On behalf of Portland, Oakland will cover the expenses for Mr. James' travel to, from, and while in Oakland as part of this project. For use of Mr. James personal vehicle, Oakland agrees to reimburse Mr. James on behalf of Portland for vehicle mileage at the current IRS mileage rate for his travel for one (1) roundtrip, based on 1,262 miles, from Portland to Oakland and back, and for his mileage to and from community meetings in Oakland. Oakland agrees to pay directly or reimburse Mr. James on behalf of Portland for coach airfare for up to a maximum of four (4) roundtrip flights, at a not-to-exceed cost of \$400 each roundtrip flight, between Oakland and Portland during the period Mr. James is on loan to Oakland under the MOU. In the event Mr. James does not have use of his personal vehicle while in Oakland as part of this project, Oakland further agrees to pay directly or reimburse Mr. James on behalf of Portland for car rental, at rental rates pre-approved by Oakland. Payment of travel expense reimbursement will be made directly to Mr. James based on submission of a City of Oakland mileage reimbursement form or verification of travel costs (e.g., airfare receipts, car rental receipts), as appropriate.

APPROVAL

City of Oakland

City of Portland

Sabrina B. Landreth
City Administrator

Charlie Hales
Mayor

Date: _____

Date: _____

Approved as to form and legality:

City Attorney's Office (Date)

City Attorney's Office (Date)

To be attached to signed Memorandum of Understanding.

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**Release of Liability and
Acknowledgement of Proprietary or Confidential Information Policy**

I. Release of Liability

I hereby forever RELEASE AND DISCHARGE the City of Oakland ("City"), its employees, elected officials and agents, from any and all liabilities, claims, demands or causes of action that I may hereafter have for any injuries and damages arising out of my temporary detail as a Race and Equity Advisor to the City, including, but not limited to, losses caused by the passive or active negligence of the released parties or hidden, latent, or obvious defects in the premises or equipment used.

I acknowledge that I have been given the opportunity to read this entire document, and that I have been given an opportunity to have it reviewed by an attorney. I am signing this document voluntarily with a full understanding that by signing I do hereby release the City, its elected officials, its employees and agents from all liability resulting from my service to the City as a Race and Equity Advisor.

II. Acknowledgement of Proprietary or Confidential Information Policy

I understand and agree that in the performance of my service with the City of Oakland, Office of the City Administrator, I may have access to private or confidential information that may be owned or controlled by the City or I may be privy to confidential and/or privileged communications about City matters. Such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. I agree that all confidential and privileged information disclosed to me shall remain in confidence and be used only in the performance of my service. I understand that this policy does not prohibit me from commenting on matters of public concern in my personal capacity so long as such comments are not made in the performance of or related to my service to the City of Oakland. Further, I understand that all such confidential and privileged information is solely the property of the City and I

agree to return all confidential and privileged information to the City, Office of the City Administrator, at the earlier of the end of my service or upon completion of the work or assignment to which the confidential information is relevant.

I understand and agree that the City owns any work product created by me relating to the City while I am detailed to the City.

I understand and agree to adhere to the above policy. I acknowledge that failure to do so may constitute grounds for cessation of my detail with the City.

SIGNATURE: _____
Dante J. James

DATE: _____

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