

Board Office Use: Legislative File Info.	
File ID Number	18-1471
Introduction Date	6-27-18
Enactment Number	18-1253
Enactment Date	6/27/18 er



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Kimberly Raney, Director, Transportation

Board Meeting Date
(To be completed by Procurement)

Subject Agreement of Services with City of Oakland for Crossing Guards-Glenview

Action Requested Approval by the Board of Education of an Agreement between the District and City of Oakland. Services to be primarily provided at Glenview Elementary & Edna Brewer Middle School for the period of September 1, 2018 through December 29, 2019.

Background
A one paragraph explanation of why the consultant's services are needed.

This agreement is to fund four Oakland Police Department Crossing guards to support pedestrian safety at Glenview Elementary and Edna Brewer Middle School.

Discussion
One paragraph summary of the scope of work.

This contract is a new extension of the former agreement regarding the crossing guards supporting the Glenview Construction project. See attached File 16-2142 Professional Services Agreement between City of Oakland and OUSD; Oakland City Council Resolution 86317. OUSD provides daily bus services to Glenview Elementary School Students from nearby Edna Brewer Middle School to the school's temporary location at Santa Fe Elementary School campus. OUSD wishes to ensure pedestrian safety walking to and from the bus stop locations. The City of Oakland will provide four crossing guards to be stationed at specific locations, to be determined by OPD. OUSD may cancel crossing guard service according to the process detailed in Section 7 of this Agreement. The crossing guard services will span the duration of the Glenview reconstruction project, scheduled to end 12/27/2019 as specified by District Facilities Department Management. OUSD shall reimburse the City of Oakland in the manner detailed in Sections 6 and 7 of this Agreement. The cost of services totals \$122,484, which includes staffing costs and crossing guard uniform costs and signage

Recommendation Approval by the Board of Education of an Agreement between the District and City of Oakland Police Department. Services to be primarily provided to Glenview Elementary and Edna Brewer Middle School for the period of September 1, 2018 through December 29, 2019.

Fiscal Impact Funding resource name (please spell out): Measure J amount not to exceed \$122,484.00.

Attachments • Agreement



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1471

Department: Transportation & Logistics

Vendor Name: City of Oakland

Contract Term: Start Date: September 1, 2018 End Date: Dec 29, 2019

Annual Cost: \$ 122,484.00

Approved by: Kimberly Raney

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

City of Oakland Police department trains and operates all crossing guards

Summarize the services this Vendor will be providing.

This contract is a new extension of the former agreement regarding the crossing guards supporting the Glenview Construction project. See attached File 16-2142 Professional Services Agreement between City of Oakland and OUSD; Oakland City Council Resolution 86317. OUSD provides daily bus services to Glenview Elementary School Students from nearby Edna Brewer Middle School to the school's temporary location at Santa Fe Elementary School campus. OUSD wishes to ensure pedestrian safety walking to and from the bus stop locations. The City of Oakland will provide four crossing guards to be stationed at specific locations, to be determined by OPD. OUSD may cancel crossing guard service according to the process detailed in Section 7 of this Agreement. The crossing guard services will span the duration of the Glenview reconstruction project, scheduled to end 12/27/2019 as specified by District Facilities Department Management. OUSD shall reimburse the City of Oakland in the manner detailed in Sections 6 and 7 of this Agreement. The cost of services totals \$122,484, which includes staffing costs and crossing guard uniform costs and signage

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

File ID Number	18-1471
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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between the City of Oakland (CITY OF OAKLAND) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons or entities specially trained, experienced, and competent to perform such services. The parties agree as follows:

1. **Services:** CITY OF OAKLAND shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CITY OF OAKLAND shall commence work on September 1, 2018. The work shall be completed no later than December 29, 2019.
3. **Compensation:** OUSD agrees to pay CITY OF OAKLAND for services provided pursuant to this Agreement. The compensation under this Contract shall not exceed one hundred and twenty-two thousand, four hundred and eighty four Dollars (\$122,484).
4. **Equipment and Materials:** CITY OF OAKLAND shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **Qualifications / Performance of Services:**

Qualifications: CITY OF OAKLAND warrants it and its employees are specially trained, experienced, competent and fully licensed, if required, to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CITY OF OAKLAND warrants that it and its employees has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD.

6. **Invoicing:** Invoices furnished by CITY OF OAKLAND under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: contractor name, contractor address, invoice date, invoice number, date service was rendered, and total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.

If City personnel have reported to the assigned location and have worked less than four hours, OUSD agrees to pay each City personnel a minimum of four hours. Exception: This does not apply to those cancellations made more than 24 hours prior to the scheduled assignment. OUSD agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned City personnel cannot be notified of such cancellation, a minimum of four hours will be charged for each City employee. OUSD agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the City personnel is notified of such cancellation, OUSD will be charged a short notice fee of \$50.00 per assigned City personnel. All cancellation notices to OPD shall be made to:

OUSD Representative:

Name: Kimberly Raney, Director
 Site /Dept.: Transportation
 Address: 1000 Broadway, Suite 440, Oakland, CA 94607
 Phone: (510) 879-2740
 Email: Kimberly.raney@ousd.org

CITY OF OAKLAND:

Name: Anne E. Kirkpatrick
 Title: Chief, Oakland Police Department
 Address: 455 7th Street, Oakland, CA 94607
 Phone: (510) 238-3365
 Email: akirkpatrick@oaklandnet.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CITY OF OAKLAND, in the performance of this Agreement, shall be and act as an independent contractor. CITY OF OAKLAND understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CITY OF OAKLAND shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees. In the performance of the work herein contemplated, CITY OF OAKLAND is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

The CITY OF OAKLAND personnel assigned to work under this Agreement will remain employees of the CITY OF OAKLAND. City personnel will operate under the rules, regulations and written directives of the Oakland Police Department. City personnel will report through their chain of command and operate within those parameters. The CITY OF OAKLAND has sole authority and responsibility to conduct investigations into accusations of wrongdoing or misconduct by City personnel, in accordance with the City's policies and procedures, and to take appropriate disciplinary action against its employees.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CITY OF OAKLAND employs any person to perform work in connection with this Agreement, CITY OF OAKLAND shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CITY OF OAKLAND is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

- CITY OF OAKLAND does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CITY OF OAKLAND shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CITY OF OAKLAND. The policy shall protect CITY OF OAKLAND and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CITY OF OAKLAND is offering OUSD professional advice under this Contract, CITY OF OAKLAND shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

10. **Assignment:** If the CITY OF OAKLAND assigns its obligations under this Agreement, it must provide 60 days written notice to OUSD, and provide the name of the agency or company of the assignee.

11. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CITY OF OAKLAND agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CITY OF OAKLAND agrees to require like compliance by all its subcontractors(s). CITY OF OAKLAND shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

12. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
13. **Indemnification:** CITY OF OAKLAND agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CITY OF OAKLAND also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CITY OF OAKLAND in connection with the performance of this Agreement. This provision survives termination of this Agreement.

OUSD agrees to hold harmless, indemnify, and defend CITY OF OAKLAND and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. OUSD also agrees to hold harmless, indemnify, and defend CITY OF OAKLAND and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to OUSD in connection with the performance of this Agreement. This provision survives termination of this Agreement.

14. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
15. **Termination:** Either party may at any time terminate this Agreement upon 60 days prior written notice to the other party to the agreement. The terminating party shall compensate the other party for services satisfactorily provided through the date of termination. In addition, either party may terminate this Agreement for cause should the other party fail to perform any part of this Agreement.
16. **Conduct of Contractor:** By signing this Agreement, CITY OF OAKLAND certifies compliance with the following:

1. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CITY OF OAKLAND's services under this Agreement and CITY OF OAKLAND certifies its compliance with these provisions as follows: "CITY OF OAKLAND certifies that CITY OF OAKLAND has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CITY OF OAKLAND's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CITY OF OAKLAND, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CITY OF OAKLAND further certifies that it has received and reviewed fingerprint results for each of its Employees and it has requested and reviewed subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CITY OF OAKLAND related persons, employee, representative or agent from an OUSD school site and, or property, CITY OF OAKLAND shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

17. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
19. **Confidentiality:** CITY OF OAKLAND and all its agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CITY OF OAKLAND understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CITY OF OAKLAND will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CITY OF OAKLAND certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 21. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 22. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 23. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 25. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 26. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CITY OF OAKLAND absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 27. **W-9 Form:** If CITY OF OAKLAND is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 6/28/18

President, Board of Education

[Signature] 6/28/18

Secretary, Board of Education

CITY OF OAKLAND

[Signature] 3-22-2018
Anne E. Kirkpatrick, Chief of Police, CITY OF OAKLAND

[Signature] 5/18/18
Tricia Hynes, Legal Counsel, CITY OF OAKLAND

[Signature] 5/21/18
City Administrator, CITY OF OAKLAND

Form approved by OUSD General Counsel for 2016-17 FY

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: *[Signature]*
Amy Brandt, Attorney at Law
5-29-18

EXHIBIT "A" SCOPE OF WORK

[IF A CITY OF OAKLAND PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

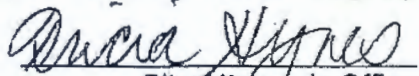
1. **Description of Services to be Provided:** Provide a description of the service(s) the CITY OF OAKLAND will provide. Be specific about what service(s) OUSD is purchasing and what *this* CITY OF OAKLAND will do.

This contract is a new extension of the former agreement regarding the crossing guards supporting the Glenview Construction project. See attached File 16-2142 Professional Services Agreement between City of Oakland and OUSD; Oakland City Council Resolution 86317. OUSD provides daily bus services to Glenview Elementary School Students from nearby Edna Brewer Middle School to the school's temporary location at Santa Fe Elementary School campus. OUSD wishes to ensure pedestrian safety walking to and from the bus stop locations. The City of Oakland will provide four crossing guards to be stationed at specific locations, to be determined by OPD. OUSD may cancel crossing guard service according to the process detailed in Section 7 of this Agreement. The crossing guard services will span the duration of the Glenview reconstruction project, scheduled to end 12/27/2019 as specified by District Facilities Department Management. OUSD shall reimburse the City of Oakland in the manner detailed in Sections 6 and 7 of this Agreement. The cost of services totals \$122,484, which includes staffing costs and crossing guard uniform costs and signage. The project is funded by Measure J, as it directly related to the temporary housing costs for the Glenview project.

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2018 APR 26 PM 3:05

Approved as to Form and Legality


City Attorney's Office

OAKLAND CITY COUNCIL
RESOLUTION NO. 87194 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO RECEIVE AND APPROPRIATE A GRANT FROM THE OAKLAND UNIFIED SCHOOL DISTRICT (OUSD), IN THE AMOUNT OF ONE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$122,484), TO FUND FOUR OAKLAND POLICE DEPARTMENT CROSSING GUARDS, TO SUPPORT PEDESTRIAN SAFETY AT GLENVIEW ELEMENTARY SCHOOL AND EDNA BREWER MIDDLE SCHOOL, FROM SEPTEMBER 1, 2018 TO DECEMBER 29, 2019 DURING THE RECONSTRUCTION PROJECT.

WHEREAS, in February 2012, Oakland voters passed Measure J which was an Oakland Unified School District (OUSD) bond to finance the improvement of school facilities, and OUSD has now initiated the reconstruction of Glenview Elementary School located at 4215 La Cresta Avenue, Oakland, CA to improve the school facility; and

WHEREAS, this reconstruction was initially anticipated to last approximately two years from June 2016 to August 2018, but has since been determined that reconstruction will last through the end of 2019; and

WHEREAS, on July 19, 2016, the City Council approved Resolution No. 86317 C.M.S. which authorized the City Administrator or designee to accept and appropriate a grant from OUSD, in an amount not to exceed two hundred one thousand five hundred thirty-two dollars (\$201,532), to fund four OPD crossing guards, to support pedestrian safety at Glenview Elementary School and Edna Brewer Middle School from August 1, 2016 to August 30, 2018 during the reconstruction project, and

WHEREAS, during this new grant period, OUSD will offer daily bus transportation for Glenview Elementary students to Santa Fe Elementary School located at 915 54th Street, Oakland, CA; and

WHEREAS, OUSD identified Edna Brewer Middle School (located approximately one half a mile from Glenview Elementary) as the gathering point for approximately 290 students, who will receive bus transportation services to Santa Fe Elementary; and

Board Office Use: Legislative File Info.	
File ID Number	16-2142
Introduction Date	10/13/16
Enactment Number	16-1623
Enactment Date	10-13-16 <i>off</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

Memo

To Board of Education

From Marion McWilliams, General Counsel

Board Meeting Date October 13, 2016

Subject **City of Oakland – OUSD Approval of Professional Services Contract for Crossing Guards to support Glenview Elementary School Temporary Housing Project**

Action Requested Approval by the Board of Education of the Professional Services Contract for Crossing Guards to support Glenview Elementary School Temporary Housing Project for the period of August 1, 2016 through August 30, 2018.

Summary OUSD will provide daily bus services to Glenview Elementary School students from nearby Edna Brewer Middle School to the school's temporary location at Santa Fe Elementary School for two academic years. To ensure pedestrian safety walking to and from the bus stop, the City of Oakland will provide four crossing guards from OPD to be stationed at specific locations. The cost of the services totals \$201,532 for two years, including set staffing and one-time costs. The project directly relates to the temporary housing costs for the Glenview project. The Oakland City Council adopted the resolution authorizing OPD to provide services on July 19, 2016. Services will be provided from August 1, 2016 to August 30, 2018.

Fiscal Impact Measure J

Recommendation Approval of the Professional Services Contract between the District and City of Oakland for Crossing Guards for Glenview Elementary School Students for the period of August 1, 2016 through August 30, 2018.

Attachments

- Professional Services Contract
- Oakland City Council Resolution No. 86317 C.M.S.



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-2142

Department: General Counsel

Vendor Name: City of Oakland

Contract Term: Start Date: August 1, 2016 End Date: August 30, 2018

Annual Cost: \$ 100,766

Approved by: General Counsel

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

City of Oakland/Oakland Police Department is the only provider of professional crossing guards.

Summarize the services this Vendor will be providing.

The City of Oakland will provide four (4) OPD crossing guards to serve the neighborhood surrounding Glenview Elementary School and its temporary bus stop location at Edna Brewer Middle School. Glenview students will be transported to Glenview's temporary location at Santa Fe Elementary School. The crossing guards will support pedestrian safety walking to and from the bus stop before and after school. These services directly relate to the Glenview Temporary Housing Project.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

City of Oakland/Oakland Police Department have set costs and provided cost breakdown for wages and one-time outfitting costs.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception:**

Service only provided by the City of Oakland

File ID Number	16-2142
Introduction Date	10/13/16
Enactment Number	16-1673
Enactment Date	10-13-16



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between the City of Oakland (CITY OF OAKLAND) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53080 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons or entities specially trained, experienced, and competent to perform such services. The parties agree as follows:

- Services:** CITY OF OAKLAND shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CITY OF OAKLAND shall commence work on August 1, 2016. The work shall be completed no later than August 30, 2018.
- Compensation:** OUSD agrees to pay CITY OF OAKLAND for services provided pursuant to this Agreement. The compensation under this Contract shall not exceed two hundred and one thousand, five hundred thirty-two Dollars (\$201,532.00).
- Equipment and Materials:** CITY OF OAKLAND shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
- Qualifications / Performance of Services:**

Qualifications: CITY OF OAKLAND warrants it and its employees are specially trained, experienced, competent and fully licensed, if required, to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CITY OF OAKLAND warrants that it and its employees has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD.

- Invoicing:** Invoices furnished by CITY OF OAKLAND under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: contractor name, contractor address, invoice date, invoice number, date service was rendered, and total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below.

If City personnel have reported to the assigned location and have worked less than four hours, OUSD agrees to pay each City personnel a minimum of four hours. Exception: This does not apply to those cancellations made more than 24 hours prior to the scheduled assignment. OUSD agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned City personnel cannot be notified of such cancellation, a minimum of four hours will be charged for each City employee. OUSD agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the City personnel is notified of such cancellation, OUSD will be charged a short notice fee of \$50.00 per assigned City personnel. All cancellation notices to OPD shall be made to:

OUSD Representative:

Name: Kimberly Raney, Director

Site /Dept.: Transportation

Address: 1000 Broadway, Suite 440, Oakland, CA 94607

Phone: (510) 879-2740

Email: Kimberly.raney@ousd.org

CITY OF OAKLAND:

Name: David Downing

Title: Assistant Chief, Oakland Police Department

Address: 455 7th Street, Oakland, CA 94607

Phone: (510) 238-7620

Email: ddowning@oaklandnet.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CITY OF OAKLAND, in the performance of this Agreement, shall be and act as an independent contractor. CITY OF OAKLAND understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CITY OF OAKLAND shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees. In the performance of the work herein contemplated, CITY OF OAKLAND is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

The CITY OF OAKLAND personnel assigned to work under this Agreement will remain employees of the CITY OF OAKLAND. City personnel will operate under the rules, regulations and written directives of the Oakland Police Department. City personnel will report through their chain of command and operate within those parameters. The CITY OF OAKLAND has sole authority and responsibility to conduct investigations into accusations of wrongdoing or misconduct by City personnel, in accordance with the City's policies and procedures, and to take appropriate disciplinary action against its employees.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CITY OF OAKLAND employs any person to perform work in connection with this Agreement, CITY OF OAKLAND shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CITY OF OAKLAND is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CITY OF OAKLAND does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CITY OF OAKLAND shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional Insured. Evidence of Insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CITY OF OAKLAND. The policy shall protect CITY OF OAKLAND and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an Insured.

iii. If CITY OF OAKLAND is offering OUSD professional advice under this Contract, CITY OF OAKLAND shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

10. **Assignment:** If the CITY OF OAKLAND assigns its obligations under this Agreement, it must provide 60 days written notice to OUSD, and provide the name of the agency or company of the assignee.

11. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CITY OF OAKLAND agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CITY OF OAKLAND agrees to require like compliance by all its subcontractors(s). CITY OF OAKLAND shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

Professional Services Contract

12. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
13. **Indemnification:** CITY OF OAKLAND agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CITY OF OAKLAND also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CITY OF OAKLAND in connection with the performance of this Agreement. This provision survives termination of this Agreement.

OUSD agrees to hold harmless, indemnify, and defend CITY OF OAKLAND and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. OUSD also agrees to hold harmless, indemnify, and defend CITY OF OAKLAND and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to OUSD in connection with the performance of this Agreement. This provision survives termination of this Agreement.

14. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
15. **Termination:** Either party may at any time terminate this Agreement upon 60 days prior written notice to the other party to the agreement. The terminating party shall compensate the other party for services satisfactorily provided through the date of termination. In addition, either party may terminate this Agreement for cause should the other party fail to perform any part of this Agreement.
16. **Conduct of Contractor:** By signing this Agreement, CITY OF OAKLAND certifies compliance with the following:
 1. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CITY OF OAKLAND's services under this Agreement and CITY OF OAKLAND certifies its compliance with these provisions as follows: "CITY OF OAKLAND certifies that CITY OF OAKLAND has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CITY OF OAKLAND's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CITY OF OAKLAND, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CITY OF OAKLAND further certifies that it has received and reviewed fingerprint results for each of its Employees and it has requested and reviewed subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CITY OF OAKLAND related persons, employee, representative or agent from an OUSD school site and, or property, CITY OF OAKLAND shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

17. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
18. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
19. **Confidentiality:** CITY OF OAKLAND and all its agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CITY OF OAKLAND understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CITY OF OAKLAND will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

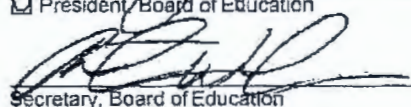
Professional Services Contract

- 20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CITY OF OAKLAND certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 21. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 22. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby Incorporated herein by reference.
- 23. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 25. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 26. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CITY OF OAKLAND absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 27. **W-9 Form:** If CITY OF OAKLAND is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT



 President, Board of Education



Secretary, Board of Education

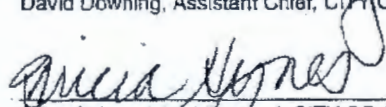
File ID Number: 16-2142
Introduction Date: 10-13-16
Enactment Number: 16-1673
Enactment Date: 10-13-16
By: _____

Form approved by OUSD General Counsel for 2016-17 FY

CITY OF OAKLAND



David Downing, Assistant Chief, CITY OF OAKLAND



Tricia Hynes, Legal Counsel, CITY OF OAKLAND



City Administrator, CITY OF OAKLAND

EXHIBIT "A" SCOPE OF WORK

[IF A CITY OF OAKLAND PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the CITY OF OAKLAND will provide. Be specific about what service(s) OUSD is purchasing and what *this* CITY OF OAKLAND will do.

OUSD will provide daily bus services to Glenview Elementary School Students from nearby Edna Brewer Middle School to the school's temporary location at Santa Fe Elementary School campus for two academic years. OUSD wishes to ensure pedestrian safety walking to and from the bus stop locations. The City of Oakland will provide four crossing guards to be stationed at specific locations, to be determined by OPD. OUSD may cancel crossing guard service according to the process detailed in Section 7 of this Agreement. The crossing guard services will span the duration of the Glenview reconstruction project, the 2016-17 and 2017-18 school years. OUSD shall reimburse the City of Oakland in the manner detailed in Sections 6 and 7 of this Agreement. The cost of services totals \$201,532, which includes staffing costs and one-time crossing guard uniform costs. The project is funded by Measure J, as it directly related to the temporary housing costs for the Glenview project. See attached, City of Oakland Resolution No. 86317 C.M.S., adopted on July 19, 2016, which authorized the City Administrator or designee to accept and appropriate the funding necessary for four Oakland Police Department crossing guards to support pedestrian safety at Glenview Elementary School and Edna Brewer Middle School from August 1, 2016 to August 30, 2018 during the reconstruction project.

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

2016 JUN 30 PM 5:06

86317

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

Approved as to Form and Legality

Alicia Jones
City Attorney

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ACCEPT AND APPROPRIATE A GRANT FROM THE OAKLAND UNIFIED SCHOOL DISTRICT (OUSD), IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND FIVE HUNDRED TWENTY NINE DOLLARS (\$201,532), TO FUND FOUR OAKLAND POLICE DEPARTMENT (OPD) CROSSING GUARDS, TO SUPPORT PEDESTRIAN SAFETY AT GLENVIEW ELEMENTARY SCHOOL AND EDNA BREWER MIDDLE SCHOOL FROM AUGUST 1, 2016 TO AUGUST 30, 2018 DURING THE RECONSTRUCTION PROJECT.

WHEREAS, in February 2012, Oakland voters passed Measure J which was an Oakland Unified School District (OUSD) bond to finance the improvement of school facilities, and OUSD has now initiated the reconstruction of Glenview Elementary School located at 4215 La Cresta Avenue, Oakland, CA to improve the school facility; and

WHEREAS, this reconstruction is anticipated to last approximately two years from June 2016 to August 2018, and during this time, OUSD will be busing Glenview Elementary students to Santa Fe Elementary School located at 915 54th Street, Oakland, CA; and

WHEREAS, OUSD identified Edna Brewer Middle School, located about half a mile from Glenview Elementary, as the gathering point for about 290 students in order to be bused to the Santa Fe Elementary School site; and

WHEREAS, of these 290 students, OUSD expects that approximately 114 students will walk to the bus drop-off location; and

WHEREAS, OUSD wishes to ensure the safety of the OUSD students as they walk to the bus drop-off location by funding four OPD crossing guards to promote pedestrian safety for the two school years (2016-17 and 2017-18) during the school reconstruction project; and

WHEREAS, the annual staffing cost to OPD to fund four crossing guards is ninety six thousand four hundred thirty eight dollars (\$96,440) per school year, or one two hundred thousand, nine hundred thirteen dollars (\$200,917) for the

twenty five months of the project; and

WHEREAS, the total cost to outfit each crossing guard with a windbreaker, vest, rain gear, hand-held "Stop" sign and whistle, as required by the SEIU 1021 Memorandum of Understanding, is six hundred sixteen dollars (\$616); therefore be it

RESOLVED, that the City Administrator or designee is authorized to accept and appropriate a grant from OUSD, for two hundred one thousand five hundred thirty two dollars (\$201,532), to fund four OPD crossing guards at Glenview Elementary School and Edna Brewer Middle School during the reconstruction project, from August 1, 2016 to August 30, 2018; and be it

FURTHER RESOLVED, that revenues and appropriations will be allocated to Traffic Safety Fund (2416); Traffic Operations Section Org (107510); Project (TBD); Traffic Operations Section Program (PS14); and be it

FURTHER RESOLVED, that all contracts issued hereunder shall be reviewed and approved by the City Attorney for form and legality and copies shall be placed on file in the City Clerk's Office.

IN COUNCIL, OAKLAND, CALIFORNIA, July 19, 2016

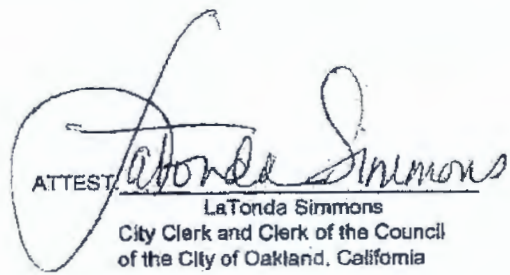
PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID and PRESIDENT GIBSON MCELHANEY - 8

NOES - 0

ABSENT - 0

ABSTENTION 0

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



CITY OF OAKLAND

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2016 JUN 30 PM 5:06

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: David Downing
Acting Assistant Chief of
Police

SUBJECT: Glenview Elementary Reconstruction
Crossing Guard Funding Grant

DATE: June 28, 2016

City Administrator Approval

Date: 6/30/16

RECOMMENDATION

Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator Or Designee To Accept And Appropriate A Grant From The Oakland Unified School District (OUSD), In An Amount Not To Exceed Two Hundred One Thousand Five Hundred Thirty Two Dollars (\$201,532), To Fund Four Oakland Police Department (OPD) Crossing Guards, To Support Pedestrian Safety At Glenview Elementary School And Edna Brewer Middle School From August 1, 2016 To August 30, 2018 During The Reconstruction Project.

EXECUTIVE SUMMARY

OUSD is preparing to begin a two-year reconstruction of Glenview Elementary School. OUSD will provide daily bus service to currently-closed Santa Fe Elementary School. Students will gather at nearby Edna Brewer Middle School. OUSD has determined that four crossing guards will be required to ensure pedestrian safety, and is prepared to fund the full cost of OPD crossing guards. OPD's Traffic Operations Section is collaborating with the Department of Human Resources and Management (DHRM) to identify and hire additional crossing guard staff to serve in these additional positions before the school year begins.

BACKGROUND / LEGISLATIVE HISTORY

Oakland voters passed Measure J in February 2012, which was an Oakland Unified School District (OUSD) bond to finance the improvement of school facilities. OUSD has initiated plans to reconstruct Glenview Elementary School located at 4215 La Cresta Avenue, Oakland, CA, as part of the district-wide facility improvement plan. OUSD has already begun the reconstruction project, which will last through the 2016-17 and 2017-18 school years. OUSD will be busing Glenview Elementary Students to Santa Fe Elementary School located at 915 54th Street, Oakland, CA for these two upcoming school years. OUSD closed Santa Fe Elementary School in 2010 and the campus has since been used as a temporary facility by other

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July 12, 2016

OUSD has identified Edna Brewer Middle School, located about half a mile from Glenview Elementary, as the gathering point for about 290 students to be bused to the Santa Fe Elementary School site. OUSD expects that approximately 114 of the 290 students will walk to the bus drop-off location.

ANALYSIS AND POLICY ALTERNATIVES

OUSD wishes to ensure the safety of the OUSD students as they walk to the bus drop-off location by funding four OPD crossing guards to promote pedestrian safety. OUSD commissioned a technical analysis titled, "Glenview Elementary Reconstruction Busing and Walking Plan," (see **Attachment A**) by Kittelson & Associates, Inc. The plan calls for specifically placed crossing guards to support pedestrian safety for the duration of the reconstruction project (the plan also outlines recommended traffic engineering upgrades).

OUSD wishes to ensure pedestrian safety as identified in the busing and walking plan by, in part, funding the full cost of four OPD crossing guards during the reconstruction project. OPD has begun collaborating with DHRM to identify and hire individuals wishing to serve in the part-time (PT) crossing guard position.

FISCAL IMPACT

The cost of four PT Step III crossing guards is \$96,438 per fiscal year. Table 1 below outlines the staffing costs of the OPD crossing guards during the 2016-17 and 2017-18 school years. Table 2 outlines the one-time costs that OPD will assume to properly outfit each crossing guard with necessary equipment. Table 3 summarizes staffing and outfit costs.

Table 1: Crossing Guards Staffing Costs

Item	Cost
PT Step III Crossing Guard (annual cost)	\$24,110
Four PT Step III Crossing Guards (annual cost)	\$96,440
Four PT Step III Crossing Guards (25 months)	\$200,917

Table 2: One-time Crossing Guard Outfitting Costs

Item	Cost
Windbreaker	\$29
Vest	\$30
Rain gear set of jacket and pants	\$28
Rain boots	\$25
Handheld paddle-style "Stop" sign	\$32
Whistle	\$10
Total Outfit per Crossing Guard	\$154
Total Outfit per Four Crossing Guards	\$616

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July 12, 2016

Table 3: Summary of Costs to Fund Four OPD Crossing Guards for the 25-Month Glenview Elementary School Reconstruction Project

Item	Cost
Staffing Costs (Four Crossing Guards)	\$200,916
One-time Four Crossing Guards Outfitting Costs	\$616
Total	\$201,532

OUSD grant revenues will be allocated to the Traffic Safety Fund (2416); Traffic Operations Section Org (107510); Project (TBD); Traffic Operations Section Program (PS14), as illustrated below.

Fund Source	Organization	Account	Project	Program	Amount
2416	107510	TBD	TBD	PS14	\$201,529

PUBLIC OUTREACH / INTEREST

This project is of strong public interest to the families connected to Glenview Elementary School and Edna Brewer Middle School. OPD and OUSD have been meeting with community stakeholders to develop the traffic safety plan outlined in this **Attachment A**.

COORDINATION

The Controller's Bureau, the Oakland Public Works Department, and the Office of the City Attorney were consulted in preparation of this report.

SUSTAINABLE OPPORTUNITIES

Economic: This project will support additional staff costs of four PT crossing guards.

Environmental: The Glenview Elementary School reconstruction project will lead to safe streets for all street users during the construction project.

Social Equity: This project supports social equity by ensuring that public school students have safe routes to walk to school.

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July 12, 2016

Sabrina B. Landreth, City Administrator
Subject: Glenview Elementary Reconstruction Crossing Guard Funding Grant
Date: June 28, 2016


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ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator Or Designee To Accept And Appropriate A Grant From The Oakland Unified School District (OUSD), In An Amount Not To Exceed Two Hundred One Thousand Five Hundred Thirty Two Dollars (\$201,532), To Fund Four Oakland Police Department (OPD) Crossing Guards, To Support Pedestrian Safety At Glenview Elementary School And Edna Brewer Middle School From August 1, 2016 To August 30, 2018 During The Reconstruction Project.

For questions regarding this report, please contact Paul Cirolia, OPD, Traffic Section Safety Supervisor at 510-773-6800.

Respectfully submitted,



David Downing
Acting Assistant Chief of Police
Oakland Police Department

Reviewed by:
David Elzey, Lieutenant
OPD, Traffic Section

Prepared by:
Bruce Stoffmacher, Legislation Manager
OPD, OCOP, Research and Planning

Attachments (1)

A: Glenview Elementary Reconstruction Busing and Walking Plan

Item: _____
Public Safety Committee
July 12, 2016