

Board Office Use: Legislative File Info.	
File ID Number	18-2346
Introduction Date	November 14, 2018
Enactment Number	18-1743
Enactment Date	11/14/18 If



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Rebecca Littlejohn, Risk Management Officer *RL*

Board Meeting Date November 14, 2018
Subject Indemnification Agreement
 Contractor: Bird Rides, Inc.
 Services For: Districtwide

Action Requested and Recommendation Approval by the Board of Education of Indemnification Agreement between the District and Bird Rides, Inc. a Delaware corporation, for the latter to provide an indemnification against actions, damages or claims brought against the District in connection with Bird's customers operation of electric scooters around the District's schools, for the period of 10/19/2018 through 10/19/2019 in an amount not to exceed \$ 0.00.

Background
(Why do we need these services? Why have you selected this vendor?)
 Our campuses have experienced an influx of Bird's scooters being left on and around District campuses, which endangers the safety of our students, staff and others. As a result of reaching out to Bird Rides, they have agreed to indemnify the District for the risk created by having their customers use and leave Bird scooters and bikes on and about District campuses.

Competitively Bid Was this contract competitively bid? No
 If no, exception: Zero Dollar
Fiscal Impact Funding resource(s): No fiscal impact
Attachments ● Indemnification Agreement

Indemnification Agreement Between Bird Rides, Inc. and Oakland Unified School District

Indemnatee: Oakland Unified School District

Agreement Date: October 19, 2018

Property: All of Indemnatee's sites identified in **Exhibit A** attached hereto

This Indemnification Agreement ("Agreement") is entered into as of this Agreement Date by Indemnatee and Bird Rides, Inc., a Delaware corporation ("Bird").

AGREEMENT

1) Property Operations. Indemnatee owns or controls the Property, and hereby acknowledges and understands that in connection with Bird's operation of an electric scooter rental business, Bird's customers may from time to time operate Bird scooters around the Property.

2) Indemnification. Bird agrees to indemnify, defend and hold harmless Indemnatee (and Indemnatee's employees, agents and affiliates) from and against all actions, damages or claims brought against Indemnatee to the extent of the negligence or willful misconduct of Bird, its employees, agents, affiliates and customers, except to the extent of Indemnatee's (or Indemnatee's employees', agents' or affiliates') negligence or willful misconduct. Indemnatee expressly acknowledges that in no event shall Bird be liable for any special, indirect, consequential or punitive damages. Bird's indemnification obligations shall survive for a period of one (1) year after expiration of the Term. Indemnatee's right to indemnification shall be contingent on Indemnatee notifying Bird promptly following receipt or notice of any claim; Indemnatee shall not consent to the entry of a judgment or enter into any settlement as to Bird without the prior written consent of Bird.

3) Term; Termination. The term of this Agreement shall be one (1) year following the Agreement Date ("Term"). The Term shall automatically renew for additional one (1) year periods unless either party gives written notice to the other at least thirty (30) days prior to the expiration of the then current Term of its intention not to renew.

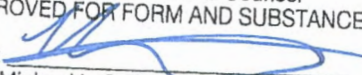
4) Notices. All notices and communications between Indemnatee and Bird shall be made in writing (including electronic communications) and sent to the address below the applicable signature block.

5) Miscellaneous.

a) This Agreement shall be governed by the internal laws of the State of California without reference to any choice or conflict of law provision or rule. Except as specifically set forth herein, nothing herein shall be construed to confer any rights on any person other than Indemnatee and Bird and their respective successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement, and may be delivered by facsimile, .pdf format or other means of electronic transmission. This Agreement contains the entire agreement and understanding between Indemnatee and Bird and may not be amended except in writing and signed by both parties.

b) This Agreement is not an employment or partnership agreement. Each party, in the performance of this Agreement, shall be and act as an independent contractor and separate entity from the other. Each party understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the other party, and is not entitled to benefits of any kind or nature normally provided employees of each of the respective parties and/or to which each of the respective party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

The parties have executed this Agreement as of the Agreement Date:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE
By: 
Michael L. Smith, Attorney at Law

Indemnitee:

Bird:

OAKLAND UNIFIED SCHOOL DISTRICT

BIRD RIDES, INC.

By: 
Name: Rebecca Littlejohn
Title: Risk Management Officer

By: Marlo Sandler
Name: Marlo Sandler
Title: Sr. Manager, Govt. Partnerships

Notice Address:

1000 Broadway, Suite 440
Oakland, CA 94607
Attn: Office of Risk Management
Email: rebecca.littlejohn@ousd.org


406 Broadway, #369
Santa Monica, CA 90401
Attn: Partnerships

With a copy to:

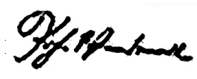
With a copy to:

1000 Broadway, Suite 680
Oakland, CA 94607
Attn: Office of the General Counsel
Email: mike.smith@ousd.org

406 Broadway, #369
Santa Monica, CA 90401
Attn: Legal Department
Email: birdlegal@bird.co



Aimee Eng
President, Board of Education
11/15/18
Date



Kyla Johnson-Trammell
Secretary, Board of Education
11/15/18
Date

EXHIBIT A
TO
INDEMNIFICATION AGREEMENT BETWEEN
BIRD RIDES, INC.
AND
OAKLAND UNIFIED SCHOOL DISTRICT

SiteName	SiteType	Grd	Address	City	Zip Code	LONGX_DD	LATY_DD
Allendale Elementary	Elementary	PK-5	3670 Penniman Ave	Oakland	94619	-122.205173	37.788619
Bella Vista Elementary	Elementary	TK-5	1025 E 28th St	Oakland	94610	-122.237359	37.800512
Brookfield Village Elementary	Elementary	PK-5	401 Jones Ave	Oakland	94603	-122.188951	37.734753
Burckhalter Elementary	Elementary	TK-5	3994 Burckhalter Ave	Oakland	94605	-122.166819	37.775567
Chabot Elementary	Elementary	K-5	6686 Chabot Rd	Oakland	94618	-122.241911	37.850661
East Oakland PRIDE Elementary	Elementary	TK-5	8000 Birch St	Oakland	94621	-122.174487	37.759051
Cleveland Elementary	Elementary	K-5	745 Cleveland St	Oakland	94606	-122.243971	37.804347
Crocker Highlands Elementary	Elementary	K-5	525 Midcrest Rd	Oakland	94610	-122.226911	37.811062
Greenleaf Elementary	K-8	TK-8	6328 E 17th St	Oakland	94621	-122.194844	37.764351
Learning Without Limits	Elementary	K-5	2035 40th Ave.	Oakland	94601	-122.213217	37.779319
Global Family School	Elementary	TK-5	2035 40th Ave	Oakland	94601	-122.213217	37.779319
Emerson Elementary	Elementary	TK-5	4803 Lawton Ave	Oakland	94609	-122.257273	37.834612
Franklin Elementary	Elementary	TK-5	915 Foothill Blvd	Oakland	94606	-122.248471	37.793872
Fruitvale Elementary	Elementary	PK-5	3200 Boston Ave	Oakland	94602	-122.214011	37.796343
Garfield Elementary	Elementary	PK-5	1640 22nd Ave	Oakland	94606	-122.235671	37.786813
Glenview Elementary @ Sante Fe	Elementary	TK-5	915 54th Street	Oakland	94602	-122.274399	37.838228
La Escuelita Elementary	K-8	TK-8	1050 2nd Ave	Oakland	94606	-122.258638	37.796236
Grass Valley Elementary	Elementary	TK-5	4720 Dunkirk Ave	Oakland	94605	-122.124953	37.753106
Futures Elementary	Elementary	TK-5	6701 International Blvd	Oakland	94621	-122.191894	37.761425
New Highland Academy	Elementary	TK-5	8521 A St	Oakland	94621	-122.17888	37.752281
Hillcrest School	K-8	K-8	30 Marguerite Dr	Oakland	94618	-122.232858	37.840446
Lafayette Elementary	Elementary	TK-5	991 14th Street	Oakland	94607	-122.282752	37.808782
Laurel Elementary	Elementary	TK-5	3750 Brown Ave	Oakland	94619	-122.196756	37.792911
Lincoln Elementary	Elementary	TK-5	225 11th St	Oakland	94607	-122.267146	37.800113
Horace Mann Elementary	Elementary	TK-5	5222 Ygnacio Ave	Oakland	94601	-122.202458	37.773555
Markham Elementary	Elementary	TK-5	7220 Krause Ave	Oakland	94605	-122.178796	37.765317
Joaquin Miller Elementary	Elementary	K-5	5525 Ascot Dr	Oakland	94611	-122.201717	37.818417
Montclair Elementary	Elementary	TK-5	1757 Mountain Blvd	Oakland	94611	-122.213294	37.831452
Parker Elementary	K-8	TK-8	7929 Ney Ave	Oakland	94605	-122.165561	37.765573
Peralta Elementary	Elementary	K-5	460 63rd St	Oakland	94609	-122.258534	37.849054
Piedmont Avenue Elementary	Elementary	TK-5	4314 Piedmont Ave	Oakland	94611	-122.248671	37.829165
Redwood Heights Elementary	Elementary	K-5	4401 39th Ave	Oakland	94619	-122.186584	37.796864

Community United Elementary School	Elementary	PK-5	6701 International Blvd	Oakland	94621	-122.191894	37.761425
Sequoia Elementary	Elementary	TK-5	3730 Lincoln Ave	Oakland	94602	-122.211419	37.802323
Madison Park Academy TK-5	Elementary	TK-5	470 El Paseo Dr	Oakland	94603	-122.177375	37.728447
Thornhill Elementary	Elementary	TK-5	5880 Thornhill Dr	Oakland	94611	-122.211541	37.836151
ACORN Woodland Elementary	Elementary	K-5	1025 81st Ave	Oakland	94621	-122.185954	37.752916
Howard Elementary	Elementary	PK-5	8755 Fontaine St	Oakland	94605	-122.151318	37.761858
Carl Munck Elementary	Elementary	TK-5	11900 Campus Dr	Oakland	94619	-122.173462	37.794614
Hoover Elementary	Elementary	TK-5	890 Brockhurst St	Oakland	94608	-122.275455	37.823237
Kaiser Elementary	Elementary	K-5	25 South Hill Ct	Oakland	94618	-122.231897	37.853478
Fred T. Korematsu Discovery Academy	Elementary	TK-5	10315 E St	Oakland	94603	-122.17359	37.737508
Manzanita SEED Elementary	Elementary	TK-5	2409 E 27th St	Oakland	94601	-122.224983	37.79274
Esperanza Elementary	Elementary	TK-5	10315 E St	Oakland	94603	-122.17359	37.737508
Bridges Academy	Elementary	PK-5	1325 53rd Ave	Oakland	94601	-122.206975	37.767392
Manzanita Community School	Elementary	TK-5	2409 E 27th St	Oakland	94601	-122.224983	37.79274
EnCompass Academy	Elementary	TK-5	1025 81st Ave	Oakland	94621	-122.185954	37.752916
Martin Luther King Jr Elementary	Elementary	PK-5	960 10th St	Oakland	94607	-122.283179	37.805773
Prescott School	Elementary	PK-5	920 Campbell St	Oakland	94607	-122.298071	37.808348
ASCEND	K-8	K-8	3709 East 12th St	Oakland	94601	-122.22166	37.77402
International Community School	Elementary	K-5	2825 International Blvd	Oakland	94601	-122.229803	37.77966
Think College Now	Elementary	K-5	2825 International Blvd	Oakland	94601	-122.229803	37.77966
Sankofa Academy	Elementary	PK-5	581 61st Street	Oakland	94609	-122.26439	37.847138
RISE Community School	Elementary	TK-5	8521 A Street	Oakland	94621	-122.17888	37.752281
Reach Academy	Elementary	PK-5	9860 Sunnyside St	Oakland	94603	-122.161832	37.746517
Claremont Middle School	Middle	6-8	5750 College Ave	Oakland	94618	-122.251844	37.845747
Frick Impact Academy	Middle	6-8	2845 64th Ave	Oakland	94605	-122.184249	37.77101
West Oakland Middle School	Middle	6-8	991 14th St	Oakland	94607	-122.282752	37.808782
Bret Harte Middle School	Middle	6-9	3700 Coolidge Ave	Oakland	94602	-122.206981	37.800126
Edna M Brewer Middle School	Middle	6-8	3748 13th Ave	Oakland	94610	-122.2296	37.803735
Montera Middle School	Middle	6-8	5555 Ascot Dr	Oakland	94611	-122.201405	37.819001
Roosevelt Middle School	Middle	6-8	1926 19th Ave	Oakland	94606	-122.237194	37.790389
Westlake Middle School	Middle	6-8	2629 Harrison St	Oakland	94612	-122.260327	37.814215
Madison Park Academy 6-12	6-12	6-12	400 Capistrano Dr	Oakland	94603	-122.17922	37.727846
Oakland School of Languages	Middle	6-8	1180 70th Avenue	Oakland	94621	-122.1925	37.758185

Elmhurst Community Prep	Middle	6-8	1800 98th Ave	Oakland	94603	-122.166094	37.746369
Alliance Academy	Middle	6-8	1800 98th Ave	Oakland	94603	-122.166094	37.746369
Roots International Academy	Middle	6-8	1390 66th Ave	Oakland	94621	-122.193506	37.761963
United for Success Academy	Middle	6-8	2101 35th Ave	Oakland	94601	-122.216747	37.784292
Coliseum College Prep Academy	6-12	6-12	1390 66th Ave	Oakland	94621	-122.193506	37.761963
Melrose Leadership Academy	K-8	TK-8	4730 Fleming Ave	Oakland	94619	-122.197971	37.780402
Urban Promise Academy	Middle	6-8	3031 East 18th St	Oakland	94601	-122.224089	37.782096
Oakland Community Day Middle	Middle	6-8	4917 Mountain Blvd	Oakland	94619	-122.177726	37.78811
Castlemont High School	Senior	9-12	8601 MacArthur Blvd	Oakland	94605	-122.162924	37.759717
Fremont High School	Senior	9-12	4610 Foothill Blvd	Oakland	94601	-122.209428	37.77362
McClymonds HS	Senior	9-12	2607 Myrtle Street	Oakland	94607	-122.278639	37.817865
Oakland High School	Senior	9-12	1023 MacArthur Blvd	Oakland	94610	-122.235923	37.805044
Oakland Technical High School	Senior	9-12	4351 Broadway	Oakland	94611	-122.254113	37.831788
Skyline High School	Senior	9-12	12250 Skyline Blvd	Oakland	94619	-122.164396	37.798211
Ralph J Bunche High School	Senior	9-12	1240 18th St	Oakland	94607	-122.286918	37.81301
Dewey Academy	Senior	9-12	1111 Second Ave	Oakland	94606	-122.258183	37.796708
Gateway to College	Senior	9-12	900 Fallon St A203	Oakland	94607	-122.263775	37.797153
Street Academy	Senior	9-12	417 29th St	Oakland	94609	-122.265396	37.817783
Sojourner Truth Independent Study	Senior	K-12	8251 Fontaine St	Oakland	94605	-122.153724	37.767154
Oakland Community Day HS	Senior	9-12	4917 Mountain Blvd	Oakland	94619	-122.177726	37.78811
Life Academy	6-12	6-12	2101 35th Ave	Oakland	94601	-122.216747	37.784292
MetWest High School	Senior	9-12	1100 3rd Ave	Oakland	94606	-122.256523	37.79656
Rudsdale Continuation	Senior	9-12	8251 Fontaine St	Oakland	94605	-122.153724	37.767154
Oakland International HS	Senior	9-12	4521 Webster St	Oakland	94609	-122.260163	37.833528
Rudsdale (Newcomer)	Senior	9-12	2369 84th Avenue	Oakland	94605	-122.16487	37.760482
Bella Vista CDC	NULL	PK	2410 - 10th Avenue	Oakland	94606	-122.240235	37.798732
International CDC	NULL	PK	2825 International Blvd	Oakland	94601	-122.229803	37.77966
Emerson CDC	NULL	PK	4801 Lawton Avenue	Oakland	94609	-122.257277	37.834604
Highland CDC	NULL	PK	1322 - 86th Avenue	Oakland	94621	-122.177913	37.751877
Jefferson CDC	NULL	PK	1975 - 40th Avenue	Oakland	94601	-122.21414	37.77867
Centro Infantil CDC	NULL	PK	2660 East 16th Street	Oakland	94601	-122.2299	37.782459
Laurel CDC	NULL	PK	3825 California Street	Oakland	94619	-122.195455	37.793484
Lockwood CDC	NULL	PK	1125 - 69th Avenue	Oakland	94621	-122.192483	37.759311

Yuk Yau CDC	NULL	PK	291 - 10th Street	Oakland	94607	-122.269136	37.800026
Harriet Tubman CDC	NULL	PK	800 - 33rd Street	Oakland	94608	-122.272799	37.823356
Manzanita CDC	NULL	PK	2618 Grande Vista	Oakland	94601	-122.226322	37.791945
United Nation CDC	NULL	PK	1025 4th Avenue	Oakland	94606	-122.257302	37.794683
Stonehurst CDC	NULL	PK	901 - 105th Avenue	Oakland	94603	-122.174549	37.735632
Hintil Kuu Ca CDC	NULL	PK	11850 Campus Drive	Oakland	94619	-122.175262	37.794698
Burbank CDC	NULL	PK	3550 - 64th Avenue	Oakland	94605	-122.177613	37.775616
Acorn Woodland CDC	NULL	PK	1025 81st Avenue	Oakland	94621	-122.185954	37.752916