

Board Office Use: Legislative File Info.	
File ID Number	23-1027
Introduction Date	5/24/23
Enactment Number	23-0919
Enactment Date	5/24/2023 er



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

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent
Emiliano Sanchez, Coordinator of CTE Trades and Apprenticeship

Meeting Date May 24, 2023

Subject Agreement - East Bay Municipal Utility District - Exploring College, Career and Community Options (ECCCO) - Summer 2023 Internship Programs

Ask of the Board Approval by the Board of Education of an Agreement between the District and East Bay Municipal Utility District, Oakland, CA, for the latter to host the Exploring College, Career and Community Options (ECCCO) Summer Internship Programs for up to ten (10) high school students that will participate in internship opportunities at various facilities, offices and maintenance yards for the High School Linked Learning Office, for the period of June 1, 2023 through September 15, 2023, in an amount paid by vendor not to exceed \$7,500.00.

Background The ECCCO summer internship will host up to ten (10) high school students that will participate in internship opportunities at different facilities, offices and maintenance yards. Students who complete the program and participate in the Demonstration of Mastery will receive a stipend repair work.

Discussion The Exploring College, Career and Community Options (ECCCO) program provides students an opportunity to develop their 21st Century Skills for Success in an actual workplace environment. EBMUD has been a strong partner in this program. Every year they have offered opportunities to our students.

Fiscal Impact East Bay Municipal Utility District will provide funding, in an amount not to exceed \$750/student for the student stipends for a total amount not to exceed \$7,500.00. The remainder of the stipend is provided by grants funds. There is no fiscal impact to OUSD.

Attachment(s)

- 2023 ECCCO OUSD-EBMUD Agreement

AGREEMENT

This Agreement is made and entered into by and between the East Bay Municipal Utility District (“EBMUD”) and the Oakland Unified School District (“OUSD”).

Whereas, OUSD administers an internship program to provide work-based learning experiences to its students (“Students”);

Whereas, EBMUD agrees to provide a work-based learning environment for up to **ten (10)** Students to the extent available;

Whereas, EBMUD shall provide supplemental funding to OUSD not to exceed **\$7,500.00 (up to \$750 per intern)** for the payment of stipends to Students, in accordance with the schedule set forth in Exhibit A;

Whereas, OUSD agrees to apply these supplemental funds towards payment of a stipend to each Student in an amount equivalent to the local hourly minimum wage rate, the terms for which are attached hereto as Exhibit A;

EBMUD and OUSD agree as follows:

I. GENERAL UNDERSTANDING

1. The parties understand and agree that the internship is primarily an intern-focused learning experience provided to Students currently enrolled in the OUSD program. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of Students assigned by OUSD to an internship placement offered by EBMUD.
2. The parties understand and agree that Students are not employees of EBMUD. OUSD understands and agrees that OUSD is solely responsible for the payment of any form of wages, compensation or benefits due to Students arising from OUSD’s internship program. OUSD agrees to provide compensation to Students per internship-hour worked in accordance with OUSD guidelines and in accordance with any and all applicable local, federal and state laws including minimum wage requirements. OUSD agrees to utilize the supplemental funds provided by EBMUD to award a stipend to Students who participate in the internship in accordance with this Agreement. OUSD agrees not to seek compensation or reimbursement of expenses from EBMUD resulting from EBMUD’s agreement to provide internship assignments to OUSD students.
3. OUSD shall be solely responsible for administering the payment of such stipends, including but not limited to any state and federal tax withholding requirements, and for addressing and resolving any disputes raised by Students regarding the processing of payment of such stipends.
4. The program will run from **June 12, 2023**, through **July 21, 2023**, and will require students to complete in-person and/or virtual/remote assignments and/or research projects

related to the water and wastewater industry specific to their unit assignment, attend weekly in-person and/or virtual/remote enrichment activities and attend weekly in-person and/or virtual/remote meetings with their mentor. This program model is anticipated to take a total of 90 hours to complete. Accordingly, for completion of the project, OUSD will provide each student a stipend payment of \$1,552.50, for which EBMUD will supply \$750 per student to supplement this stipend payment. OUSD shall be responsible for recruiting and referring up to ten Students with matching skills and interests for each internship opportunity allocated by EBMUD. EBMUD will make the final selection of Students to be assigned to EBMUD. EBMUD shall be solely responsible for determining placement availability for Students and designating a work assignment for each Student.

5. Selected Students are required to virtually attend an EBMUD Orientation tentatively scheduled for the week of **June 5, 2023**. **Emiliano Sanchez, Director of Career Technical Trades and Apprenticeships**, or a designee will provide information and relevant materials to EBMUD Students' Supervisors during said EBMUD Orientation.
6. The parties understand that in the event that a Student does not complete the internship program in accordance with the requirements set forth by EBMUD and OUSD, including but not limited to failing to timely submit assignments, submission of incomplete assignments, or excessive unexcused absences, EBMUD has the discretion to release the Student from the program.
7. EBMUD understands and agrees to inform Students of its pertinent policies, procedures, processes and expectations for a successful learning experience. EBMUD further agrees to afford each Student equal opportunity in all phases of the learning experience without discrimination because of race (including hair style/texture), color, religious creed, sex, gender, gender identity, gender expression, national origin, ancestry, age for individuals age forty or older, disability (physical or mental, including AIDS and HIV), medical condition (cancer and genetic characteristics), genetic information, marital or domestic partnership status, sexual orientation, military or veterans status, pregnancy (including lactation), family or medical leave status, pregnancy, pregnancy disability leave status, or any other status protected by state and federal laws.
8. EBMUD agrees, if internship includes transporting student(s) via motor vehicle, to provide a list of EBMUD employees who will be transporting OUSD students prior to transporting students. EBMUD further agrees to provide insurance information consistent with Section 15 of this Agreement within three (3) business days of OUSD's request.
9. **EBMUD Data Security Considerations:** During the internship, interns may be using EBMUD computers and/or accessing sensitive EBMUD records. Therefore, they may have access to Customer Information, Employee Information, Facilities Information, Highly-Sensitive Personal Information, or Personal information as defined herein.

In addition to the Data Security Insurance requirements detailed below, OUSD agrees also to comply with the Data Security Requirements set forth in Exhibit B.

DATA SECURITY DEFINITIONS

- 8.1 “Customer Information” means the name, address, phone number, account number and water usage data of any water or wastewater customer of EBMUD.
- 8.2 “Employee Information” means an employee identification number, personnel records and any Personal Information of an EBMUD employee.
- 8.3 “Facilities Information” means any data or records that could reveal details of critical EBMUD infrastructure or operations, including, but not limited to, reports, maps, drawings, databases, models, GIS information, and plans and schematics containing detailed information about EBMUD’s water and wastewater infrastructure that, if released, could compromise the safety, integrity, and operations of the public water and wastewater system. Examples include the locations of security systems and security devices, services, pipelines, interceptors, aqueducts, valves, pressure zones, or details about major facilities (i.e., wet weather processing, treatment plants, pumping plants, and storage structures).
- 8.4 EBMUD “Highly-Sensitive Personal Information” means an individual’s:
- 8.4.1 Government-issued identification numbers (including Social Security number, partial Social Security number, driver’s license number, or state-issued identification number);
 - 8.4.2 Financial account numbers, credit card numbers, debit card numbers, or credit report information, with or without any required security codes, access codes, personal identification numbers, or passwords that would permit access to an individual’s financial accounts; or
 - 8.4.3 Biometric, genetic, health, medical, or medical insurance data.
- 8.5 “Personal Information” means information provided to Authorized Students by or at the direction of EBMUD, information which is created or obtained by Authorized Students on behalf of EBMUD, or information to which access was provided to Authorized Students by or at the direction of EBMUD, in the course of their performance under this Agreement, that is:
- 8.5.1 Information that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers);
 - 8.5.2 Information that can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit or debit card numbers, credit report information, medical insurance data, answers to security questions, and other personal identifiers); and

8.5.3 All Highly-Sensitive Personal Information.

10. EBMUD designates **Courtney Carlson, or designee, as the Site Supervisor** who will serve as the EBMUD contact for OUSD with all matters concerning the internship. This includes ensuring Students' EBMUD Supervisors complete and submit student timesheets, complete and submit any Student performance assessments required by OUSD, and complete and submit recommendation letters for their Student(s) prior to the end of the internship.
11. OUSD expressly agrees to defend, indemnify, and hold harmless EBMUD and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from OUSD's, its officers', directors', employees', or other agents' (including Students') negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.
12. EBMUD expressly agrees to defend, indemnify, and hold harmless OUSD, its directors, officers (including Governing Board members), agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from EBMUD's, its directors', officers', board members', agents' or employees', including students, negligent acts or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.
13. a. OUSD shall take out and maintain during the life of the Agreement all the insurance required in this Agreement, and shall submit certificates, including Additional Insured Endorsements, for review and approval by EBMUD. The internship shall not commence until such insurance has been approved by EBMUD. The certificates shall be on forms provided by EBMUD. Acceptance of the certificates shall not relieve OUSD of any of the insurance requirements, nor decrease the liability of OUSD. EBMUD reserves the right to require OUSD to provide insurance policies for review by EBMUD.

b. OUSD shall provide EBMUD a letter certifying that OUSD is self-insured for the coverage by this Agreement.

c. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of OUSD.
14. OUSD will provide Workers' Compensation coverage for its employees and Students injured while performing internship duties related to this Agreement. OUSD and their

Workers Compensation Carrier agree to waive any rights of recovery against EBMUD regardless of the applicability of any insurance proceeds, except as to Student injuries arising out of or resulting from EBMUD's, its directors', officers', board members', agents' or employees' willful misconduct.

15. OUSD shall take out and maintain during the life of the Agreement General Liability Insurance which shall be written on an occurrence basis and provide coverage as broad as Insurance Services Office (ISO) Form CG 00 01 covering claims for bodily injury, property damage, and personal and advertising injury, including products-completed operations and contractual liability, arising out of BP's performance/activities under this Agreement.

If OUSD elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, OUSD is required to notify EBMUD immediately. Any request to self-insure must first be approved by EBMUD before the changed terms are accepted.

The amounts of insurance coverages shall not be less than the following:

- \$2,000,000/Occurrence and in the Aggregate for Bodily Injury, Personal and Advertising Injury, and Property Damage

The specified limits of coverage required under this Agreement may be satisfied with a combination of primary and excess/umbrella coverage. The excess/umbrella coverage must be as broad as the underlying coverage required under this Agreement.

To the fullest extent permitted by law, EBMUD, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies which shall be evidenced in each case by an endorsement.

Automobile Liability Insurance covering all owned, non-owned automobiles with a combined single limit not less than the following:

- \$2,000,000/Accident, Bodily Injury, Property Damage

Cyber Liability Insurance. OUSD shall procure and maintain Cyber Liability insurance with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate which shall include the following coverage:

- (i) Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, or personal identification numbers (PINS);
- (ii) Notification costs, credit monitoring and other expert services, regulatory fines and defense costs;
- (iii) Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;

(iv) Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon.

If coverage is maintained on a claims-made basis, the following shall apply:

(a). The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.

(b). Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

(c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, the OUSD must purchase an extended period of coverage for a minimum of three (3) years after completion of the contract services.

The policy(ies) will not be canceled, non-renewed, or materially reduced in the required coverage or limits without 30 days written notice to East Bay Municipal Utility District, except that cancellation due to the nonpayment of premiums shall require 10 days prior written notice to EBMUD.

Each of the parties and their insurance carriers agree to waive their rights to subrogation of Workers' Compensation and Commercial General and Automobile liability claims.

16. The parties understand that the payment of EBMUD's supplemental funds to OUSD is contingent upon Students' satisfactory completion of the internship program requirements set forth by the parties. In the event that a Student is released from the internship prior to **July 21, 2023**, as determined by EBMUD in its sole discretion, the Student shall be awarded a pro-rated amount of the stipend by OUSD as of the date of termination. OUSD shall refund to EBMUD any unused stipend funds by the date specified in Exhibit A.
17. OUSD is solely responsible for ensuring that interns have the requisite technology and equipment (including computers and internet access) needed for them to participate in any of the virtual/remote work-based learning opportunities provided by this internship.
18. Electronic Execution. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

II. TERM AND TERMINATION


1. This Agreement shall be effective from **June 1, 2023** to **September 15, 2023**.
2. This Agreement may be terminated by the mutual written consent of both parties at any time.
3. This Agreement may be terminated by either party with thirty (30) days' written notice for any reason.
4. In the event of termination, OUSD shall refund to EBMUD any unused stipend funds by the date specified in Exhibit A.

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

EBMUD certifies to the best of 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/>)

IV. 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.




JENNELLA SAMBOUR-WALLACE
Manager of Diversity and Inclusion
EBMUD

5/1/2023
DATE



MIKE HUTCHINSON (CLIFFORD THOMPSON)
President, Board of Education
OUSD

5/25/2023
DATE



KYLA JOHN-TRAMMELL
Secretary, Board of Education
OUSD

5/25/2023
DATE

Approved as to Form:

LOURDES MATTHEW
Assistant General Counsel
EBMUD Office of General Counsel

DATE



ROXANNE M. DE LA ROCHA
Staff Counsel
OUSD Office of General Counsel, on behalf of OUSD

04/28/2023

DATE

EXHIBIT A**East Bay Municipal Utility District (“EBMUD”)
and
Oakland Unified School District (“OUSD”)****PAYMENT SCHEDULE**

Responsible Party	Tasks	Due Dates
EBMUD	Notifies OUSD of students’ participation in EBMUD internship	<u>June 1, 2023</u> ¹
OUSD	Sends invoice to EBMUD for payment of supplemental stipend funding for Students who have reported for first week of the program	<u>June 26, 2023</u>
EBMUD	Sends payment to OUSD	<u>July 21, 2023</u>
OUSD	Awards supplemental stipend funding to Students	NO LATER THAN <u>August 4, 2023</u>
OUSD	Refunds any unused funds to EBMUD	NO LATER THAN <u>September 1, 2023</u>

Responsible Parties:

Oakland Unified School District
C/O Emiliano Sanchez
1000 Broadway, Suite 440 Oakland, CA 94607

EBMUD
C/O Courtney Carlson
375 11th Street, MS 601, Oakland, CA 94607

¹ Students will not work on Juneteenth (June 19, 2023) or Independence Day (July 4, 2023).

EXHIBIT B

East Bay Municipal Utility District (“EBMUD”) and Oakland Unified School District (“OUSD”).

Data Security Requirements

1. DEFINITIONS

- 1.1. “Authorized Interns” means OUSD’s interns who have a need to know or otherwise access Protected Information to enable them to perform their obligations under this Agreement.
- 1.2. “Customer Information” means the name, address, phone number, account number and water usage data of any water or wastewater customer of EBMUD.
- 1.3. “Days” shall mean calendar days.
- 1.4. “EBMUD Information” means all data to be handled by Authorized Students during the course of their duties, including but not limited to Customer Information, Employee Information, Facilities Information and Personal Information.
- 1.5. “Employee Information” means an employee identification number, personnel records and any Personal Information of an EBMUD employee.
- 1.6. “Facilities Information” means any data or records that could reveal details of critical EBMUD infrastructure or operations, including, but not limited to, reports, maps, drawings, databases, models, GIS information, and plans and schematics containing detailed information about EBMUD’s water and wastewater infrastructure that, if released, could compromise the safety, integrity, and operations of the public water and wastewater system. Examples include the locations of security systems and security devices, services, pipelines, interceptors, aqueducts, valves, pressure zones, or details about major facilities (i.e., wet weather processing, treatment plants, pumping plants, and storage structures).
- 1.7. EBMUD “Highly-Sensitive Personal Information” means an individual’s:
 - 1.7.1. Government-issued identification numbers (including Social Security number, partial Social Security number, driver’s license number, or state-issued identification number);
 - 1.7.2. Financial account numbers, credit card numbers, debit card numbers, or credit report

information, with or without any required security codes, access codes, personal identification numbers, or passwords that would permit access to an individual's financial accounts; or

- 1.7.3. Biometric, genetic, health, medical, or medical insurance data.
- 1.8. "Personal Information" means information provided to Authorized Interns by or at the direction of EBMUD, information which is created or obtained by Authorized Interns on behalf of EBMUD, or information to which access was provided to Authorized Interns by or at the direction of EBMUD, in the course of their performance under this Agreement, that is:
 - 1.8.1. Information that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers);
 - 1.8.2. Information that can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit or debit card numbers, credit report information, medical insurance data, answers to security questions, and other personal identifiers); and
 - 1.8.3. All Highly-Sensitive Personal Information.
- 1.9. "Protected Information" means the following:
 - 1.9.1. Customer Information.
 - 1.9.2. Employee Information.
 - 1.9.3. Facilities Information.
 - 1.9.4. Personal Information.
- 1.10. "Security Breach" means any act or omission that gives rise to the reasonable belief of a material compromise to the security, confidentiality, or integrity of Protected Information or the physical, technical, administrative, or organizational safeguards put in place by EBMUD should Authorized Students have access to EBMUD's systems in the performance of their duties, that relate to the protection of the security, confidentiality, or integrity of Protected Information. Without limiting the foregoing, a material compromise shall include any unauthorized access to or disclosure or acquisition of Protected Information.

2. SECURITY OF PROTECTED INFORMATION

2.1. Standard of Care.

2.1.1. OUSD acknowledges and agrees that, in the course of their performance of the internship work, Authorized Students may create, receive, or have access to Protected Information. OUSD shall ensure that Authorized Students comply with the terms and conditions set forth in this Agreement in their creation, collection, receipt, transmission, storage, disposal, use, and disclosure of Protected Information. Protected Information is deemed to be the property of EBMUD and is not the property of OUSD or Authorized Students.

2.1.2. In recognition of the foregoing, OUSD agrees and covenants that it shall warrant that Authorized Students shall:

2.1.2.1. Keep and maintain all Protected Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

2.1.2.2. Not create, collect, receive, access, or use Protected Information in violation of law, including state, federal, and international law;

2.1.2.3. Use and disclose Protected Information solely and exclusively for the purposes for which the Protected Information, or access to it, is provided by EBMUD to Authorized Students pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Protected Information for their own purposes or for the benefit of anyone other than EBMUD; and

2.1.2.4. Not, directly or indirectly, disclose Protected Information to any third party.

2.2. Security Breach Procedures.

2.2.1. OUSD shall:

2.2.1.1. Notify EBMUD of a suspected Security Breach as soon as practicable, but no later than twenty-four (24) hours after OUSD becomes aware of it;

2.2.1.2. Notify EBMUD of any suspected Security Breaches by reporting via email to itsecurity@ebmud.com. Once a suspected Security Breach

has been confirmed, written notice should be provided to EBMUD within twenty-four (24) hours of confirmation that a breach occurred

- 2.2.2. Immediately following OUSD's notification to EBMUD of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. OUSD agrees to fully cooperate with EBMUD in EBMUD's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) facilitating interviews with Authorized Students and others involved in the matter; and (iii) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by EBMUD.
- 2.2.3. OUSD shall, at its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable data security and privacy rights, laws, regulations, and standards. OUSD shall reimburse EBMUD for all actual costs incurred by EBMUD in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- 2.2.4. OUSD agrees that it shall not inform any third party of any Security Breach involving Protected Information without first obtaining EBMUD's prior written consent, other than to inform a complaining EBMUD customer that the matter has been forwarded to EBMUD. Further, OUSD agrees that EBMUD shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in EBMUD's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- 2.2.5. OUSD agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
- 2.2.6. OUSD agrees to reasonably cooperate with EBMUD in any litigation, investigation, or other action deemed necessary by EBMUD to protect its rights relating to the use, disclosure, protection, and maintenance of the Protected Information.
- 2.3. OUSD acknowledges that any breach of its covenants or obligations set forth in Paragraph 2 may cause EBMUD irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, EBMUD is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be

available from any court, in addition to any other remedy to which EBMUD may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

3. INDEMNIFICATION

- 3.1. OUSD expressly agrees to defend, indemnify, and hold harmless EBMUD and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or pertaining or relating to any Authorized Student's failure to comply with any of the Security provisions of Paragraph 2 of this Agreement.