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

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** May 9, 2018  
*(To be completed by Procurement)*

**Subject** Agreement- East Bay Municipal Utility District (EBMUD) (contractor) - Office of Post-Secondary Education - High School Linked Learning Department (site/department)

**Action Requested** Approval by the Board of Education of the Agreement between the District and East Bay Municipal Utility District (EBMUD). Services to be primarily provided to the High School Linked Learning Department for the period of June 1, 2018 through September 15, 2018.

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

East Bay Municipal Utility District (EBMUD) will provide a paid internship program for up to but not in excess of 150 hours of work-based learning environment for up to ten (10) OUSD high school students. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of students assigned by OUSD to an internship placement and supervised by a designated Site Supervisor. The summer program internship will run from June 1, 2018 through July 27, 2018, omitting July 4<sup>th</sup> in observance of the holiday.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of the Agreement between the District and East Bay Municipal Utility District (EBMUD), Oakland, CA, for the latter to provide a paid internship program for up to but not in excess of 150 hours of work-based learning environment for up to ten (10) OUSD high school students. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of students assigned by OUSD to an internship placement and supervised by a designated site supervisor via the Post-Secondary Education, High School Linked Learning Department for the period of June 1, 2018 through September 15, 2018, at no cost to the District.

**Recommendation** Approval by the Board of Education of the Agreement between the District and East Bay Municipal Utility District. Services to be primarily provided to the High School Linked Learning Department for the period of June 1, 2018 through September 15, 2018.

**Fiscal Impact** Funding resource name (please spell out): No fiscal impact. EBMUD will cover all expenses for this summer internship opportunity for OUSD students.

**Attachments**

- Agreement
- Exhibit A, Payment Schedule



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

**Legislative File ID No.** 18-0871

**Department:** High School Linked Learning Department

**Vendor Name:** East Bay Municipal Utility District (EBMUD)

**Contract Term:** Start Date: 6/1/18 End Date: 9/15/18

**Annual Cost:** \$ 0.00

**Approved by:** Emiliano Sanchez

**Is Vendor a local Oakland business?** Yes ☒ No ☐

**Why was this Vendor selected?**

Vendor provided services the previous year for Summer internships for high school students.

**Summarize the services this Vendor will be providing.**

East Bay Municipal Utility District (EBMUD) will provide a paid internship program for up to but not in excess of 150 hours of work-based learning environment for up to ten (10) OUSD high school students. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of students assigned by OUSD to an internship placement and supervised by a designated Site Supervisor. The summer program internship will run from June 19, 2018 through July 27, 2018, omitting July 4th in observance of the holiday.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No fiscal impact to OUSD.

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 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**

## 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 a work-based learning experience 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 not to exceed \$5,000.00 to OUSD for the payment of stipends to Students, the terms for which are attached hereto as Exhibit A;

Whereas, OUSD agrees to utilize these supplemental funds to award a stipend to each Student in an amount not to exceed \$500.00 per Student who successfully completes the internship, 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 and shall not be entitled to any form of wages, employment-related compensation or benefits from EBMUD. OUSD agrees to utilize the supplemental funds provided by EBMUD to award a stipend to Students who successfully complete the internship in accordance with this Agreement and also award participating Interns academic credit for successful completion of the internship in accordance with OUSD guidelines. OUSD agrees not to seek compensation or reimbursement of expenses from EBMUD for this internship other than what is set forth in this Agreement.
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 parties understand and agree that EBMUD shall provide up to, but not in excess of, 150 hours of work-based learning experience for each Student for the period of June 19, 2018 to July 27, 2018.



5. OUSD shall be responsible for recruiting and referring two to three 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.
6. Selected Students are required to attend an EBMUD Orientation scheduled on June 19, 2018. **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.
7. The parties understand that in the event that a Student does not satisfactorily complete the internship program requirements set forth by EBMUD and OUSD, EBMUD has the discretion to release the Student from the program.
8. 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 work-site learning experience without discrimination because of race, 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, family or medical leave status, pregnancy, pregnancy disability leave status, or any other status protected by state and federal laws.
9. EBMUD designates **Sophia Gonzales, 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.
10. OUSD expressly agrees to defend, indemnify, and hold harmless EBMUD, its directors, officers, 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 OUSD's, its officers', directors', agents' (including Students') or employees' negligent acts or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.
11. EBMUD expressly agrees to defend, indemnify, and hold harmless OUSD, 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 EBMUD's, its directors', officers', board members', agents' or employees' negligent acts or willful misconduct, in the operation and/or performance under this Agreement. This provision survives termination of this Agreement.

12. 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. EBMUD shall provide OUSD a letter certifying that it is self-insured for the coverage by this Agreement.
13. OUSD will provide Workers' Compensation coverage for 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.
14. OUSD shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance 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, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage - General Liability.

In lieu of the above coverage amounts, if OUSD only has coverage for \$1,000,000/occurrence for each policy, OUSD can supplement its coverage with Umbrella Insurance that specifically applies to coverage in the required amounts for automobile and general liability claims.

**THE FOLLOWING COVERAGES OR ENDORSEMENTS MUST BE INCLUDED IN THE POLICY(IES):**

1. The District, its Directors, Officers and Employees are Additional Insureds in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. \_\_\_\_\_
2. The coverage is Primary and non-contributory to any other applicable insurance carried by the District.



3. The policy(ies) covers contractual liability.
4. The policy(ies) is written on an occurrence basis.
5. The policy(ies) covers District's Property in Consultant's care, custody and control.
6. The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers products and completed operations.
8. The policy(ies) covers the use of owned, non-owned and hired automobiles.
9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.
15. The parties understand that the payments of EBMUD's supplemental funds to OUSD are contingent upon Students' satisfactory completion of the internship program requirements set forth by the parties. After completion of the program, OUSD will submit an invoice to EBMUD for the supplemental funds to offset the stipend that OUSD pays to Students who successfully complete the program.
16. In the event that a Student does not successfully complete the internship prior to July 27, 2018, 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.

## II. TERM AND TERMINATION


1. This Agreement shall be effective from June 1, 2018 to September 15, 2018.
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.
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.


  
\_\_\_\_\_  
DORIAN WEST BLAIR  
Diversity and Inclusion Officer  
EBMUD

4/12/2018  
DATE

  
\_\_\_\_\_  
SONDRA AGUILERA  
Senior Deputy Chief of Continuous School Improvement  
OUSD

4/13/2018  
DATE

 5/10/18  
\_\_\_\_\_  
Aimee Eng  
President, Board of Education


 5/10/18  
\_\_\_\_\_  
Kyla R. Johnson-Trammell  
Secretary, Board of Education



**Approved as to Form:**

  
SAJI PIERCE  
Attorney III  
EBMUD Office of General Counsel

\_\_\_\_\_  
DATE

  
MARION MCWILLIAMS  
General Counsel  
OUSD Office of General Counsel, on behalf of OUSD

4/12/18  
DATE

OUSD or the District verifies that  
the Contractor does not appear on  
the Excluded Parties List at  
<https://www.sam.gov/>

## EXHIBIT A

### East Bay Municipal Utility District ("EBMUD") and Oakland Unified School District ("OUSD")

#### PAYMENT SCHEDULE

Responsible Party	Tasks	Due Dates
EBMUD	Confirms attendance of Students to OUSD	July 27, 2018 <sup>1</sup>
OUSD	Sends invoice to EBMUD for payment of supplemental stipend funding for Students who successfully completed the program	July 31, 2018
EBMUD	Sends payment to OUSD	August 9, 2018
OUSD	Awards supplemental stipend funding to Students	<b>NO LATER THAN</b> August 11, 2018
OUSD	Refunds any unused funds to EBMUD	<b>NO LATER THAN</b> September 8, 2018

#### Responsible Parties:

Oakland Unified School District  
1000 Broadway, Suite 440 Oakland, CA 94607

EBMUD = East Bay Municipal Utility District  
375 11<sup>th</sup> Street, MS 601, Oakland, CA 94607

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<sup>1</sup> Students will not work on July 4, 2018