Board Office Use: Legislative File Info.			
File ID Number	19 - 2523		
Introduction Date	12-12-2019		
Enactment Number	19-1792		
Enactment Date	12/11/19 lf		



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 11, 2019

Subject

Agreement for Professional Services for the Glenview New Construction

Project to City of Oakland

Action Requested

Approval by the Board of Education of Award of Contract for Professional Services to City of Oakland, California, for the latter to provide the continuance of daily bus services and crossing guards services for the Glenview New Construction Project in the amount of \$46,000.00, as the selected consultant and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on December 1, 2019, and scheduled to last December 31, 2020 pursuant to the contract.

Discussion

Vendor to provide daily bus service and crossing guard's service for the

site.

LBP (Local Business Participation Percentage)

00.00%

Recommendation

Approval by the Board of Education of Award of Contract for Professional Services to City of Oakland, California, for the latter to provide the continuance of daily bus services and crossing guards services for the Glenview New Construction Project in the amount of \$46,000.00, as the selected consultant and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on December 1, 2019, and scheduled to last December 31, 2020 pursuant to the contract.

Fiscal Impact

Fund 21, Measure J

Attachments

- Agreement
- Consultant Fee Schedule
- Insurance Certificate



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

Legislative File l	D No.			
Department:	Facilities Planning and Management			
Vendor Name:	City of Oakland			
Project Name:	Glenview New Construction	Project No.:	13134	
Contract Term	Intended Start: 9/1/2018	Intended End:	12/29/2019	
		Amended End:	12/31/2020	
Annual (if annua	al contract) or Total (if multi-year agreement) Cost:	\$0.00		
Approved by:	Tadashi Nakadegawa			
Is Vendor a loca	l Oakland Business or have they meet the requirements	s of the		
Local Business P	olicy? Yes (No if Unchecked)			
How was this co	ntractor or vendor selected?			
City of Oakland I	Police department trains and operates all crossing guards			
Summarize the s	ervices this contractor or vendor will be providing.			
Form 100	ime extension contract.			
This is an extension See attached File Resolution 86317 Middle School to safety walking to specific locations Section 7 of this Asscheduled to end	on of the former agreement regarding the crossing guards of 16-2142 Professional Services Agreement between City of a OUSD provides daily bus services to Glenview Elementate the school's temporary location at Santa Fe Elementary School from the bus stop locations. The City of Oakland will to be determined by OPD. OUSD may cancel crossing guard services will span the durant 12/27/2019 as specified by District Facilities Department I maner detailed in Sections 6 and 7 of this Agreement	f Oakland and OUS ary School Students chool campus. OUS provide four cross ard service accord tion of the Glenvie	SD; Oakland City is from nearby Ed SD wishes to ensuring guards to be so ing to the process w reconstruction	Council na Brewer ure pedestrian stationed at s detailed in project,
Was this contrac	t competitively bid?			
If No, please answ 1) How did you d	ver the following: etermine the price is competitive?			
City of Oakland P	Police department trains and operates all crossing guards			

Board Office Use: Legislative File Info.		
File ID Number	19-2523	
Introduction Date	12/11/19	
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Enactment Date	12/11/19 lf	



PROFESSIONAL SERVICES CONTRACT 2019-20

This Agreement is entered into between the <u>City of Oakland</u> (CITY OF OAKLAND) and <u>Oakland Unified School District</u> (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:

- 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 <u>December 1, 2019</u>. The work shall be completed no later than <u>May 30</u>, 2020.
- 3. Compensation: OUSD agrees to pay CITY OF OAKLAND for services provided pursuant to this Agreement. The compensation under this Contract shall not exceed forty six thousand Dollars (\$46,000).
- 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, for 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: Involcing: Involces 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. Involces shall include, but not be limited to: contractor name, contractor address, involce date, involce 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	CITY OF OAKLAND: Name: Anne E. Kirkpatrick
Site /Dept.: Transportation	Title: Chief Oakland Police Department
Address: 1000 Broadway, Suite 440, Oakland, CA 94507	Address: 455 7th Street, Oakland, CA 64607
Phone: (510) 879-2740	Phone: (510) 238- 33 65
Email: Klmberly.raney@ousd.org	Email: a Kirk patrick@oaklandca.gov

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

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:
 - If CITY OF OAKLAND employs any person to perform work in connection with this Agreement, CITY OF OAKLAND shall produce 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.
- O I 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.
- 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. Walver: No delay or omission by either party in exercising any right under this Agreement shall operate as a walver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. 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 fall 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.
- 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

12/12/19

President, Board of

Education

---- 12/12/19

Secretary, Board of Education

CITY OF OAKLAND

Anne E. KirkpatrickChief, Crry OF OAKLAND

Sabrina Mandreth, City Administrator, CVTY OF OAKLAND

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & BUBSTANCE
(1) STIG

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 <u>WITHOUT</u> 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 18-1471 Professional Services Agreement between the City of Oakland and OUSD; 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 and move for teachers and school site back to the newly renovated school, scheduled for the May 30, 2020 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 \$46,000, 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.

2006 JAH 26 PM 5: 19 Oaklahal City Attorney's Office

OAKLAND CITY COUNCIL

Resolution No.	797	14	C.M.S

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, ON BEHALF OF THE CITY OF OAKLAND, TO ACCEPT AND APPROPRIATE RESTRICTED GRANTS WITH A MARKET OR MONETARY VALUE OF FIFTY THOUSAND DOLLARS (\$50,000.00) OR LESS, WITHOUT PRIOR CITY COUNCIL ACTION

WHEREAS, Oakland Charter – Article VIII, Section 806, Receipts and Expenditures, specifies that all monies received by the City shall be deposited in the City Treasury, and no monies shall be disbursed from the treasury without the approval of the City Administrator or of another officer duly authorized by him/her; and no expenditure of City funds shall be made except for the purposes and in the manner specified by an appropriation of the Council, or made without proper accounting documentation and sufficient funds in the City Treasury and in proper accounts; and

WHEREAS, the City Council wishes to improve the City's efficiency in accepting, appropriating and utilizing grants in order to encourage the solicitation and offering of grants to the City and to facilitate their timely use by the City for the public's benefit; and

WHEREAS, to improve the City's efficiency in accepting, appropriating and utilizing grants, the City Council wishes to delegate authority to the City Administrator, within set dollar limits, to accept and appropriate monies derived from restricted grants to the City of Oakland; and

WHEREAS, the City Administrator will comply with all Oakland Charter requirements for fiscal administration and expenditure of such funds and otherwise apply proper and sufficient procedures and controls necessary to monitor and ensure fiscal and performance accountabilities; now, therefore, be it

RESOLVED: That the City Administrator, on behalf of the City Council, is hereby authorized to accept and appropriate, without prior City Council action, monies derived from any restricted grant with a market or monetary value of fifty thousand dollars (\$50,000.00) or less, provided that: 1) the grant is for programs and projects approved by the City Council in the biennial or mid-cycle operating or Capital Improvement Program (CIP) budget, or by City Council legislation during the fiscal year, 2) the grant does not create unbudgeted costs for the City, and 3) the grant does not require specific approval by the legislative body; and, be it

FURTHER RESOLVED: That all funds accepted hereunder shall be deposited into the City Treasury; and, be it

FURTHER RESOLVED: That expenditures of grant funds shall be in accordance with the requirements of the City of Oakland purchasing requirements codified in Oakland Municipal Code Title 2, Chapter 2.04; and, be it

FURTHER RESOLVED: That the City Administrator shall present a report annually to the City Council listing the grants accepted and appropriated on behalf of the City Council during the prior year.

356528

AYES -

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

BROOKS, BRUNNER, CHANG, KERNIGHAN,

REID AND PRESIDENT DE LA FUENTE -

ABSTENTION -

ATTEST:

City Clerk and Clerk of the Council of

the City of Oakland, California

LATONDA SIMO

Department of Facilities Planning and Management



ROUTING FORM

-			Project	Informati	on			
Proj	ect Name Gle	enview New Cons	struction				Site 210	
				Directions	5			
	Services	cannot be provi	ded until the contract is	fully appro	ved and a f	Purchase O	rder has be	en issued.
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. Attachment Checklist Workers compensation insurance certification, unless vendor is a sole provider								
				or Informa				
						Ť		
	actor Name	City of Oakland		Agency's (Vendor Ti		Anne Kirk	patrick	
Addre	Vendor ID#	155 7th Street (Dakland CA 94607	Telephone		51023933	65	
Addie	55	455 /111 Succi, C	Jakiana CA 34007	Policy Exp		31023733	03	
Contra	actor History	Previously been	an OUSD contractor?	☐ Yes		s an OUSD	employee?	☐ Yes
OUSE	Project #	13134			1			
			100000000000000000000000000000000000000	Term				
Date Work Will Begin 12/1/2019 Date Work Will End By (not more than 5 years from start date)								
			Com	pensation		777		
Total	Contract Amo		\$46,000.00	Total Con	tract Not To	Exceed		
	ate Per Hour (\$ 10,000.00		nent, Chang			\$46,000.00
_	Expenses	• • • • • • • • • • • • • • • • • • • •			n Number			
1			Budget	Informati	on			1000
l l	l you are plannii	ng to multi-fund a c	contract using LEP funds, pl	ease contact t	he State and I	Federal Offic	e before comp	oleting requisition.
Resc	ource # Fi	unding Source		Org Key			Object	Amount
9650			210-9650-0-9570-8500)-5880-119-9	9180-9905-9	999-99999	5880	\$46,000.00
		A	Approval and Routing	(in order	of approva	ıl steps)		
			ne contract is fully approvenot provided before a PC			r is issued.	Signing this o	document affirms
	Division Hea		·	Phone		5-7038	Fax	510-535-7082
1.	Director, D	epartment of I	acilities Planning and	l Managen	nent		1,	
	Signature	1			Date Appr	oved	11/22/5	
	General Co	unsel, Departi	nent of Facilities Plan	ning and N	Manageme	nt	HE WE'LL BE	
2.	Signature	V			Date Appi	oved		
	Deputy Chi	ef, Departmen	t of Facilities Plannin	g and Man	agement		.1	
3.	Signature R fr Wn		ik	Date Appr	oved /	1/2/1		
	Senior Business Officer, Board of Education							
4.	Signature				Date Appi	oved		
	President, I	Board of Educa	ation	estaunt l				TILL AVENUE
5.	Signature				Date Appr	roved		