

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-0941
Introduction Date	5-8-2024
Enactment Number	
Enactment Date	



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

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems & Services Officer of Facilities Planning and Management- Kenya Chatman, Director Facilities

**Board Meeting Date** May 8, 2024

**Subject** General Services Agreement – Bay Area Community Resources – Energy Operations & Maintenance Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement for General Services Agreement by and between the **District** and Bay Area Community Resources, San Rafael, CA., for the latter to provide consulting services overseeing the Climate Corps Fellowship program. The program is focused on generating student interest and maintaining student engagement in OUSD’s Climate action work for the **Energy Operations & Maintenance Project**, in the total not-to-exceed amount of **\$28,000.00**, with the work scheduled to commence on **May 9, 2024**, and scheduled to last until **December 31, 2024**, pursuant to the Agreement.

**Discussion** Consultant was selected based specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and (Government Code § 53060.)

**LBP (Local Business Participation Percentage)** Waived

**Recommendation** Approval by the Board of Education of Agreement for General Services Agreement by and between the District and Bay Area Community Resources, San Rafael, CA., for the latter to provide consulting services overseeing the Climate Corps Fellowship program. The program is focused on generating student interest and maintaining student engagement in OUSD’s Climate action work for the Energy Operations & Maintenance Project, in the total not-to-exceed amount of \$28,000.00, with the work scheduled to commence on May 9, 2024, and scheduled to last until December 31, 2024, pursuant to the Agreement.

**Fiscal Impact**

- Fund 1 Building Fund Measure J

**Attachments**

- Contract Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 24-0941

**Department:** Facilities Planning and Management

**Vendor Name:** Bay Area Community Resources

**Project Name:** Energy Operations & Maintenance

**Project No.:** 21109

**Contract Term: Intended Start:** May 9, 2023

**Intended End:** December 31, 2024

**Total Cost Over Contract Term:** \$28,000.00

**Approved by:** Preston Thomas

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

Bay Area Community Resource, was selected directly, and based on professional and/or specially trained services.

**Summarize the services or supplies this contractor or vendor will be providing.**

Bay Area Community Resources, will provide consulting services overseeing the Climate Corps Fellowship program. The program is focused on generating student interest and maintaining student engagement in OUSD’s Climate action work for the Energy Operations & Maintenance Project.

**Was this contract competitively bid?**  Check box for “Yes” (If “No,” leave box unchecked)

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

The district selected Bay Area Community Resources based on current and past services and because their prices were fair and reasonable for the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- Consultant is providing consulting services which are specially trained services, for the OUSD Climate Corps Fellowship program.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This general services agreement (“Agreement”) is made and entered into effective **May 9, 2024** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **BAY AREA COMMUNITY RESOURCES** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For the Consulting Services for overseeing the Climate Corps Fellowship program. The program is focused on generating student interest and maintaining student engagement in OUSD’s Climate action work, (as further described in the Proposal, which is attached as *Exhibit A* to this Agreement). Contractor shall provide services other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by this type, consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on May 9, 2024, and shall end on December 31, 2024 (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to

comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **TWENTY-EIGHT THOUSAND DOLLARS NO/100 (\$28,000.00)**, which consists of a not-to-exceed amount of **TWENTY-EIGHT THOUSAND DOLLARS NO/100(\$28,000.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **ZERO (\$0)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent

with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.* Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1.

Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.



14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.
24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.
27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.
28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services

contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.


39. **California Residency.** Contractor *is* not a resident of the State of California.

\* \* \* \* \*

**DISTRICT: OAKLAND UNIFIED SCHOOL DISTRICT**

**CONSULTANT:  
BAY AREA COMMUNITY RESOURCES**

\_\_\_\_\_  
Benjamin Davis, President Date  
Board of Education

By:  \_\_\_\_\_

Name: Adolfo Rivera

\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent Date  
and Secretary, Board of Education

Title: BACR National Service Director

Date: Apr 8, 2024

  
\_\_\_\_\_  
Preston Thomas (Apr 12, 2024 13:18 PDT) Date  
Apr 12, 2024

\_\_\_\_\_  
Preston Thomas, Chief Systems & Date  
Services Officer, Facilities Planning and Management

Address for District Notices:

Address for Contractor Notices:

955 High Street  
Oakland, California, 94601

171 Carlos Drive  
San Rafael, California, 94903

**Approved As To Form:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel

4/12/24

Date

**EXHIBIT A**

**Scope of Services**

**Memorandum of Understanding (MOU) between  
Bay Area Community Resources and Oakland Unified School District  
(Facilities)**

**September 1, 2023 – August 31, 2024**

**SUBJECT:** Sustainability Service Corps

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Bay Area Community Resources, hereinafter referred to as “BACR” and Oakland Unified School District (Facilities) hereinafter referred to as “Host Agency”. Collectively, BACR and Host Agency are hereinafter referred to as the “Parties.”

**ARTICLE I – BACKGROUND AND OBJECTIVES**

BACR has contracted with AmeriCorps (formerly Corporation for National and Community Service – CNCS) through California Volunteers to implement the Sustainability Service Corps program. BACR is collaborating with public and nonprofit organizations across the state of California to recruit, train, and place Sustainability Service Corps Fellows, hereinafter referred to as “Fellow(s)”, at public and nonprofit organizations, where they will support greenhouse gas reduction programs or other sustainability projects, such as implementing programs that save energy, water, or waste; educating students in classrooms or online; developing Greenhouse Gas Inventories, Climate Action Plans, and other capacity-building documents; and conducting outreach to raise community engagement. Fellows will ideally devote an average minimum of 24 hours per week to directly working on emissions, water, waste, or energy reduction projects.

The following recitals describe the purpose of this MOU:

- BACR and Host Agency agree to partner to implement projects with the support of Fellows.
- Fellows can only serve on contracted and allowable service activities outlined in the job description which is co-created by BACR and Host Agency.
- The nature of the program necessitates Host Agency participation in timely outcome reporting, supervision, and support for the Fellow(s).
- Host Agency desires to host Fellow(s), and BACR desires to provide Fellow service to Partner. This document is to establish the basic guidelines and expectations between the Host Agency and BACR.

- The Host Agency and BACR enter into this MOU in order to memorialize the terms of BACR's performance of the services and the Partner's obligations with respect thereto.

The objectives of the program are as follows:

- Host Agency will be able to report measurable reductions in greenhouse gas (GHG) emissions, energy, water, or waste at the end of the Fellowship.
- Fellows may support the Host Agency through efforts in community outreach, capacity building climate resiliency projects, and K-12 youth education.
- Fellows will be able to develop a practical skill set and expertise in the realm of climate change management at the community level.
- Host Agency communities will be able to increase community participation towards further GHG reductions through volunteer opportunities that are created and/or increased through the participation of the Fellow.

The Parties will work together to promote the partnership and its benefits to the projects and community at large.

Per Federal Guidelines and BACR policies, the Sustainability Service Corps Program must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

- BACR and Host Agency will comply with Equal Opportunity Employment guidelines.
- BACR and Host Agency will endeavor to make reasonable accommodations to known physical or mental limitations of qualified Fellows with disabilities unless the accommodation would impose an undue hardship on the program operations.
- BACR and Host Agency will endeavor to accommodate the sincere religious beliefs of Fellows to the extent such accommodation does not pose an undue hardship on the Host Agency's operations.
- BACR and Host Agency will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

## **ARTICLE II – FELLOWSHIP TERM**

The Fellows' term of service with the Host Agency is for a period of 11 months. The term of service starts as soon as September 1, 2023 but no later than October 2, 2023, and ends no later than August 31, 2024. While working for the Host Agency, the Fellow(s) will complete a minimum of 1,700 hours total to receive an end of program Segal Education Award of \$6,895.00 and a California for All Education Award of \$3,105.00.

It is expected that the Fellow(s) will devote 80-90% of their time (1,360-1,530 hours) to “Service” (projects agreed upon with the Host Agency and detailed in the Scope of Work, see Article III) and 10-20% of their time (170-340 hours) to “Training” (structured and independent professional development opportunities including mandatory Sustainability Service Corps trainings and events). No more than 20% of time will be spent on “Training”.

If a Fellow is unable to complete the expected number of hours by the end date in the Fellow’s contract (i.e. Member Service Agreement) due to any unforeseen circumstances during their term they may, at the discretion of BACR and the agency, be allowed time to complete their hours at the agency, or at another approved agency where there are service opportunities available. The last day Fellows are eligible to earn hours for the 2023-2024 program year will be August 31, 2024.

### **ARTICLE III – BACR SCOPE OF SERVICES**

BACR agrees to perform the following services:

- Be the official employer-of-record for the Fellow(s) which includes providing a living stipend of \$2,727.27/month, as well as coverage options for healthcare, childcare, and student loan deferment.
- Recruit, screen, and select the Fellow(s). BACR will lead, and Host Agency will assist, in the recruitment and selection of the Fellow(s), including, without limitation, developing a position description, conducting interviews, and participating in the final selection of the Fellow(s). The Fellow(s) must be a permanent resident of California by the time mandatory background checks are conducted before the start of the Fellowship.
- Train Fellow(s) with a comprehensive training program. Fellows are expected to attend mandatory events and complete assignments in a timely manner. BACR will ensure that the training program does not exceed the agreed upon total number of “Training” hours as defined in Article II. The training program includes:
  - Resources
    - A training manual of AmeriCorps and Sustainability Service Corps program policies, best practices, and conduct expectations;
    - Access to professional networks and coaching.
  - In-Person Events
    - A four-day orientation before “Service” begins with the Host Agency;
    - A mid-year retreat;
    - An end-of-year graduation celebration.
  - Online Trainings
    - Monthly, virtual, three-hour workshops facilitated by BACR with a focus on professional development and transferable skill-building. Host Agency will be provided with a full schedule prior to the start of the program;



- Enrollment in the University of California's Climate Stewards Certification program, a three-month course featuring six biweekly classes (three hours each), coursework, assigned readings, and field trips.
- Independent Professional Development
  - Customizable, self-directed opportunities designed by the Fellow(s) and the Parties to support the Fellow(s) professional development and career pursuits;
  - Access to a modest professional development budget from BACR.
- Support Fellow(s) and Host Agency via required meetings and assignments, including:
  - A Regional Supervisor (a representative from BACR) assigned to the Host Agency whose main function is to support both the Host Agency and the Fellow during the term of service through monthly verbal check-in meetings, email support, professional development resources, and conflict resolution, if necessary;
  - Monthly, virtual supervision meetings attended by the Fellow(s), the Site Supervisor (a person assigned by the Host Agency to direct the Fellow(s) in their projects), and the Regional Supervisor;
  - Two Fellowship Performance Reviews including surveys completed by the Host Agency and Fellow and debrief conversations facilitated by the Regional Supervisor;
  - A specific Scope of Work plan developed by the Fellow with the Host Agency that aligns with the GHG reduction initiatives provided by the Host Agency within the first month of service;
  - Defined metrics for the Fellow to measure and track the progress of resource waste reduction, K-12 education, capacity building, or community outreach throughout the placement, developed collaboratively by the Parties.
- Define and implement any corrections to Fellow's plan determined to be necessary based on feedback collected from Fellow and Host Agency.

BACR reserves the right to remove Fellow(s) from Host Agency should the placement become unsuitable or unsafe for Fellow(s), or Partners violate the terms of this MOU. BACR will make reasonable attempts to address and mitigate concerns with Partners as appropriate.

#### **ARTICLE IV – HOST AGENCY REQUIREMENTS, RESPONSIBILITIES, AND EXPECTATIONS**

In order to provide a clear and well-defined service experience for participating Fellow(s), Host Agency agrees to:

- Provide at least one specific GHG reduction initiative that the Fellow(s) can work on during their term of service. Initiatives must be well-defined, approved for implementation and include specific emissions, water, waste, or energy reduction, and/or education, community outreach, or capacity-building targets, or have the capacity to define specific project targets. Host Agency will work with BACR to finalize a mutually agreed-upon Scope of Work no later than one month after the Fellow(s) begins work.
- Assign a Site Supervisor who will be available:
  - To devote at least one hour per week of direct one-on-one time with Fellow(s). This time is different from time spent working together on projects; the one-on-one time should be structured with an agenda that helps the Fellow(s) organize their priorities, discuss any challenges, and explore professional development opportunities);
  - Direct the Fellow(s)' projects on a daily basis and provide specific guidance and tasks as they complete their projects;
  - Complete monthly verbal reporting to BACR in Regional Supervisor check-in meetings, indicating whether progress is being made on the initiatives;
  - Provide feedback on the Fellow(s)' performance: two times a year, fill out and submit an evaluation form to provide feedback on Fellow activities, performance, and offer data on specific resource or GHG reduction metrics;
  - Attend the Partner Orientation (August) and Mid-Year Call (via webinar);
  - Review and acknowledge BACR's program policies and best practices for supervision.
- Allow the Fellow(s) to attend mandatory trainings and participate in program events as described above, even if they conflict with "Service" activities. Written permission must be requested by the Site Supervisor to the Regional Supervisor in advance of the event if the Fellow(s) must be absent.
- Allow BACR to share results from this program through grant reporting and other means as BACR deems appropriate.
- Create an inviting and safe workplace culture for the Fellow(s) that values their personal safety, mental health, and personal and professional development goals, regardless of their own beliefs, identities, and backgrounds.
- Follow BACR's disciplinary procedure for the Fellow(s), if necessary, which includes verbal warnings (up to two issued by the Site Supervisor to the Fellow(s) and reported to the Regional Supervisor), a written Performance Improvement Plan signed by all Parties (includes clear expectations and consequences for improvement within a minimum of two weeks), and a final review by BACR before terminating the Fellow(s).
- Ensure that Fellow(s) do not do the following while charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps Program:
  - Engage in any activity that is illegal under local, state or federal law;

- Engage in activities that pose a significant safety risk to others;
- Engage in any of the Prohibited Activities outlined in the Policies & Procedures handbook, including, but not limited to:
  - Attempting to influence legislation;
  - Organizing or engaging in protests, petitions, boycotts, or strikes;
  - Assisting, promoting, or deterring union organizing;
  - Impairing existing contracts for services or collective bargaining agreements;
  - Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  - Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
  - Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
  - Providing a direct benefit to a business organized for profit; a labor union; a partisan political organization; or a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging advocacy activities undertaken at their own initiative; and
  - An organization engaged in the religious activities described in paragraph (g) of this section, unless AmeriCorps assistance is not used to support those religious activities;
  - Conducting a voter registration drive or using AmeriCorps-funded time to conduct a voter registration drive;
  - Providing abortion services or referrals for receipt of such services; and
  - Such other activities as the AmeriCorps may prohibit.
- AmeriCorps members may support fundraising and resource-gathering for direct support of your program's service activities, but with restrictions:
  - Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
    - Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
    - Support research and writing of a grant proposal to a foundation to secure resources to support the training of volunteers;

- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- Seeking donations from alumni of the program for specific service projects being performed by current members.
- AmeriCorps members may not:
  - Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
  - Write a grant application to the Corporation or to any other Federal agency.
  - Spend more than 10% of their term of service performing fundraising activities.
- Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. However, the AmeriCorps logo must not be worn while doing so.
- Support and encourage the promotion of National Service through the following:
  - Posting AmeriCorps and National Service information at all service sites
  - Posting a list of the above Prohibited Activities at all service sites
  - Ensuring Fellows wear appropriate uniforms or AmeriCorps pin as required by BACR
  - Allowing Fellows to leave the program site to participate in pre-arranged National Service identity activities and monthly training days.
  - Allowing Fellows to spend up to a maximum of 20% of their total hours on thematic professional development activities (including regular monthly programmatic training days).
- [Desired, but not required] to provide program-wide support by either
  - Facilitating at least one all-day training event for all Fellows or,
  - Speaking during a session at one all-day training event for all Fellows

#### **ARTICLE IV – TERM OF AGREEMENT**

This MOU will become effective on the date of final signature and shall continue in full force and effect through August 31, 2024.

#### **ARTICLE V – KEY OFFICIALS**

The individuals listed below are identified as key personnel considered essential to the project being performed under this Memorandum of Understanding.

For BACR

Job Title: Director of National Service  
Name: Adolfo Rivera  
Address: 11175 San Pablo Ave, El Cerrito, CA 94530  
Phone Contact: (510) 559-5550  
Email Contact: arivera@bayac.org

For Host Agency:

Job Title: Executive Director of Facilities  
Name: Kenya Chatman  
Address: 955 High Street, Oakland, CA, 94601  
Phone Number: 510-879-1307  
Email Contact: kenya.chatman@ousd.org

No change in key officials will be made by either BACR or Host Agency without written notification thirty days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

**ARTICLE VI – PAYMENT**

Host Agency will provide BACR with \$28,000 per Fellow, and requests 1 Fellows for the coming program year for a total payment amount of \$28,000.00 to support the implementation of the program. Host Agency will receive invoices one month prior to the scheduled payment date. This payment will be made according to the following schedule:

- Payment 1:
  - Due: November 30, 2023
  - Amount: \$14,000.00
- Payment 2:
  - Due: January 31, 2024
  - Amount: \$7,000.00
- Payment 3:
  - Due: March 31, 2024
  - Amount: \$7,000.00

**ARTICLE VII – TERMS**

It is mutually agreed by all Parties to this MOU that:

MOU:

- The Parties will review the effectiveness of the MOU after each participating year and evaluate potential modifications that more adequately address the purpose of this MOU.
- In the event that a Party no longer approves implementation of any of the provisions referenced in this MOU, the individual Parties agree to promptly confer to determine what, if any, modifications to this MOU should be made to address the issue(s) of concern.
- In the event that a Party no longer desires to be a part of this MOU or any modification(s), then the individual Party in their sole discretion may terminate their relationship within this MOU. Written notice must be provided by the Party desiring to withdraw from the MOU at least thirty (30) days prior to termination.

Fellow Recruitment, Hiring, and Termination:

- If the Host Agency ultimately fails to select a Fellow from a list of applicants deemed qualified by BACR, Host Agency will pay BACR a \$2,500 fee (included in the total cost) for the recruiting effort promptly following receipt of an invoice from BACR.
- The Parties will explore reasonable next steps for recruitment in the event that BACR is unable to place a qualified Fellow at the Host Agency by the final possible start date. Next steps include a shorter term of service with corresponding lower payment amount (dependent on availability), postponement to future term of service, or whatever solution is deemed most beneficial to the Parties.
- In the event that the Fellow(s) is hired to begin after the start of the program, the full match will still be required. All full-time AmeriCorps Members receive the same benefits and are expected to finish the term of service regardless of their start date so the cost remains the same.
- Host Agency agrees to not hire the Fellow as a full-time employee until and unless the Fellow completes their entire term of service described in this MOU. If the Host Agency hires the Fellow before the end of the program year, Host Agency is subject to a \$2,500 fine for the time and resources spent on recruiting, training, and supporting the Fellow. If there is extra space in the program, BACR agrees to recruit another Fellow to complete the term of service if Host Agency desires, in which case the Host Agency must still pay BACR for the services described in this MOU and according to the payment schedule outlined in Section VI (Payment). In the event a replacement Fellow is available, but the Host Agency does not desire a replacement Fellow, effectively ending the term of service, Host Agency is subject to a \$2,500 fine for exiting the contract before the agreed upon end date and a \$2,500 fine for the time and resources spent on recruiting and training the Fellow, amounting to a total fine of \$5,000. The Host Agency will not be reimbursed for payments already made to BACR.

- In the event that the Fellow(s) leaves the program for any reason aside from being hired as a full-time employee of the Host Agency, prior to the end date in the Fellow's contract (i.e. Member Service Agreement), a prorated amount will be issued for match funds up until April 30, 2024. Prorated amounts are determined by the following equation: Total partner match divided by number of total stipend payments planned for the Fellow(s) multiplied by actual number of stipend payments distributed. The match is used throughout the year for AmeriCorps Member stipends, benefits, training, and programmatic costs; all Agency match funds will have been absorbed by the program by the April 30, 2024 deadline so no prorated amount will be issued after that date.

Responsibility

- Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while occupying or visiting the premises under and pursuant to the MOU.

**ARTICLE VIII – AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

DocuSigned by:  
*Kenya Chatman*  
74E8D27B9DF4462...

7/28/2023

Date

Kenya Chatman  
*Executive Director of Facilities*  
**Oakland Unified School District**  
**(Facilities)**

DocuSigned by:  
*Adolfo Rivera*  
400A6D9926924E2

7/28/2023

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Date

Adolfo Rivera  
*National Service Programs Director*  
**Bay Area Community Resources**



**EXHIBIT B**

**Fingerprinting Notice and Acknowledgement Form**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acrisure Partners West Coast Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801	<b>CONTACT NAME:</b> Rebecca Chavez <b>PHONE (A/C, No, Ext):</b> 707-546-2300 <b>E-MAIL ADDRESS:</b> certs@vantreo.com	<b>FAX (A/C, No):</b> 707-546-2915
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: BR1770379 BAYAREA-10	<b>INSURER A:</b> State Compensation Insurance Fund - SCIF	35076
<b>INSURED</b> Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael CA 94903-2005	<b>INSURER B:</b> Accredited Specialty Insurance Company	16835
	<b>INSURER C:</b> Philadelphia Insurance Companies	
	<b>INSURER D:</b> Nonprofits' Insurance Alliance of California	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2018122829

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2573995	7/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2573995	7/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB871560	7/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9233948-2023	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D B	Abuse Liability Prof Liab (Abuse) Cyber Liability			PHPK2573995 PHPK2573995 2-CIA-CA-17-S0112268-01	7/1/2023 7/1/2023 7/1/2023	10/1/2024 10/1/2024 10/1/2024	Aggregate Aggregate Limit 2,000,000 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime Liability - PHPK2573995 - Effective 7/1/2023 - 10/01/2024 - Occurrence/AGG \$500,000  
 Abuse liability - PHPK2573995- Effective 7/1/2023-10/01/2024-Per occurrence limit \$1,000,000  
 Professional Liability - PHSD1797026 Effective 7/1/2023 to 7/1/2024 - Per Occurrence \$1,000,000/\$1,000,000 Annual Aggregate

Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

&lt;&lt; Evidence of Coverage &gt;&gt;

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Energy Operations & Maintenance Projects	<b>Site</b>	<b>918</b>
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	---

### Contractor Information

Contractor Name	Bay Area Community Resources	Agency's Contact	Alicia Schiborr				
OUSD Vendor ID #	000624	Title	Director				
Street Address	171 Carlos Drive	City	San Rafael	State	CA	Zip	94903
Telephone	415-755-2343	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21109						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-9-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2024
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$28,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

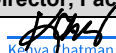
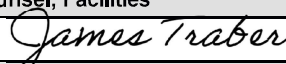

### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9855	Fund 21 Measure J	210-9650-0-9855-8200-5826-918-9180-9905-9999-21109	5826	\$28,000.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	Signature 	Date Approved	Apr 12, 2024		
	<small>Keya Chatrian (Apr 12, 2024 08:35 PDT)</small>				
2.	<b>General Counsel, Facilities</b>				
	Signature 	Date Approved	4/12/24		
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>				
	Signature 	Date Approved	Apr 12, 2024		
	<small>Preston Thomas (Apr 12, 2024 13:18 PDT)</small>				
4.	<b>Chief Financial Officer</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			