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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Kim Jones, Director, Oakland Adult & Career Education

Meeting Date April 10, 2024

Subject Services Agreement - No-Cost - Strategic Urban Development Alliance - Oakland Adult & Career Education Program

Ask of the Board Ratification by the Board of Education of a Services Agreement (No-Cost) by and between the District and Strategic Urban Development Alliance, Oakland, CA, for the latter to identify opportunities for workforce development, career development and internship opportunities at its three on-transit mixed use development projects in Oakland (Mandela Station at West Oakland BART, Eastline near 19th St BART, and the Coliseum Development project) via the Oakland Adult and Career Education Department, for the period of February 2, 2024 through June 30, 2027, at no cost to the District.

Background Together OACE and SUDA will increase awareness, and unlock access to technologically advanced, next generation transit jobs and small business opportunities that consistently elude people in disadvantaged and underserved communities. Both SUDA and OACE are aligned with the local community, labor unions and workforce programs to create good-paying jobs with the free and fair choice to join a union and incorporation of strong labor standards. The Partnership is driven by the need for local economic development and to this end, has a network of service providers, suppliers and collaborators that are local businesses and local community-based organizations.

Discussion The Strategic Urban Development Alliance will work with OUSD's Oakland Adult and Career Education (OACE) to identify opportunities for workforce development, career development and internship opportunities at The Strategic Urban Development Alliance's three on-transit mixed use development projects in Oakland (Mandela Station at West Oakland BART, Eastline near 19th St BART, and the Coliseum Development project). The Strategic Urban Development Alliance will not be working with students - but rather working with OACE staff to identify opportunities for students.

Fiscal Impact No Fiscal Impact

Attachment(s)

- Services Agreement – No-Cost - Strategic Urban Development and Oakland Adult & Career Education

NO COST SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“STRATEGIC URBAN DEVELOPMENT ALLIANCE,” together with OUSD, “PARTIES”) named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): STRATEGIC URBAN DEVELOPMENT ALLIANCE Board members, officers, trustees, and directors; STRATEGIC URBAN DEVELOPMENT ALLIANCE employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under STRATEGIC URBAN DEVELOPMENT ALLIANCE’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** STRATEGIC URBAN DEVELOPMENT ALLIANCE shall provide the services (“SERVICES”) as described in Exhibit A.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in Exhibit A.
3. **Compensation.** STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees to provide the SERVICES at no cost to OUSD. However, OUSD understands and acknowledges that STRATEGIC URBAN DEVELOPMENT ALLIANCE may impose certain costs on families and students but only as permitted in Exhibit A.
4. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to STRATEGIC URBAN DEVELOPMENT ALLIANCE’s provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to STRATEGIC URBAN DEVELOPMENT ALLIANCE to suspend this AGREEMENT, in which case STRATEGIC URBAN DEVELOPMENT ALLIANCE shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate STRATEGIC URBAN DEVELOPMENT ALLIANCE for the SERVICES satisfactorily provided through the date of suspension.
5. **Termination.** Upon termination consistent with this Paragraph (Termination), STRATEGIC URBAN DEVELOPMENT ALLIANCE shall provide OUSD with all materials produced, maintained, or collected by STRATEGIC URBAN DEVELOPMENT ALLIANCE pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. **For Convenience by OUSD.** OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to STRATEGIC URBAN DEVELOPMENT ALLIANCE. OUSD shall compensate STRATEGIC URBAN DEVELOPMENT ALLIANCE for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - b. **For Cause.** Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall

contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of STRATEGIC URBAN DEVELOPMENT ALLIANCE to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to STRATEGIC URBAN DEVELOPMENT ALLIANCE. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
 - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate STRATEGIC URBAN DEVELOPMENT ALLIANCE for the SERVICES satisfactorily provided through the date of termination.
6. Data and Information Requests.
- a. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
 - b. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to STRATEGIC URBAN DEVELOPMENT ALLIANCE in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when STRATEGIC URBAN DEVELOPMENT ALLIANCE's programs and school site(s) change (either midyear or in subsequent years), STRATEGIC URBAN DEVELOPMENT ALLIANCE shall promptly update the information in the database.
7. Confidentiality and Data Privacy.
- a. OUSD may share information with STRATEGIC URBAN DEVELOPMENT ALLIANCE pursuant to this AGREEMENT in order to further the purposes thereof. STRATEGIC URBAN DEVELOPMENT ALLIANCE and STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the

- SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. STRATEGIC URBAN DEVELOPMENT ALLIANCE understands that student data is confidential. STRATEGIC URBAN DEVELOPMENT ALLIANCE or STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after STRATEGIC URBAN DEVELOPMENT ALLIANCE and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if STRATEGIC URBAN DEVELOPMENT ALLIANCE is a software Strategic Urban Development Alliance, or (ii) the OUSD Data Sharing Agreement, if STRATEGIC URBAN DEVELOPMENT ALLIANCE is not a software Strategic Urban Development Alliance. Notwithstanding Paragraph 23 (Indemnification), should STRATEGIC URBAN DEVELOPMENT ALLIANCE or STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, STRATEGIC URBAN DEVELOPMENT ALLIANCE shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
8. Copyright/Trademark/Patent/Ownership. STRATEGIC URBAN DEVELOPMENT ALLIANCE understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by STRATEGIC URBAN DEVELOPMENT ALLIANCE in connection with the SERVICES performed under this AGREEMENT. STRATEGIC URBAN DEVELOPMENT ALLIANCE cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with STRATEGIC URBAN DEVELOPMENT ALLIANCE’s prior written consent, use STRATEGIC URBAN DEVELOPMENT ALLIANCE’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
9. Alignment and Evaluation.
- a. STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate STRATEGIC URBAN DEVELOPMENT ALLIANCE or STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of STRATEGIC URBAN DEVELOPMENT ALLIANCE or STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS, and (ii) announced and unannounced observance of STRATEGIC URBAN DEVELOPMENT ALLIANCE or STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS.
10. Inspection and Approval. STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed

including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. OUSD reserves the right to direct STRATEGIC URBAN DEVELOPMENT ALLIANCE to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

11. **Equipment and Materials.** STRATEGIC URBAN DEVELOPMENT ALLIANCE shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

12. **Legal Notices.** Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. **Status.**
 - a. This is not an employment contract. STRATEGIC URBAN DEVELOPMENT ALLIANCE, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If STRATEGIC URBAN DEVELOPMENT ALLIANCE is a natural person, STRATEGIC URBAN DEVELOPMENT ALLIANCE verifies all of the following:
 - (i) STRATEGIC URBAN DEVELOPMENT ALLIANCE is free from the control and direction of OUSD in connection with STRATEGIC URBAN DEVELOPMENT ALLIANCE's work;
 - (ii) STRATEGIC URBAN DEVELOPMENT ALLIANCE's work is outside the usual course of OUSD's business; and
 - (iii) STRATEGIC URBAN DEVELOPMENT ALLIANCE is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If STRATEGIC URBAN DEVELOPMENT ALLIANCE is a business entity, STRATEGIC URBAN DEVELOPMENT ALLIANCE understands and agrees that it and any and all STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS shall not be considered employees 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. STRATEGIC URBAN DEVELOPMENT ALLIANCE 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 STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS. STRATEGIC URBAN DEVELOPMENT ALLIANCE verifies all of the following:
 - (i) STRATEGIC URBAN DEVELOPMENT ALLIANCE is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) STRATEGIC URBAN DEVELOPMENT ALLIANCE is providing the SERVICES directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and STRATEGIC URBAN DEVELOPMENT ALLIANCE is in writing;
 - (iv) STRATEGIC URBAN DEVELOPMENT ALLIANCE has the required business license or business tax registration, if the work is performed in a jurisdiction that requires STRATEGIC URBAN DEVELOPMENT ALLIANCE to have a business license or business tax registration;
 - (v) STRATEGIC URBAN DEVELOPMENT ALLIANCE maintains a business location that is separate from the business or work location of OUSD;

- (vi) STRATEGIC URBAN DEVELOPMENT ALLIANCE is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) STRATEGIC URBAN DEVELOPMENT ALLIANCE actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) STRATEGIC URBAN DEVELOPMENT ALLIANCE advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) STRATEGIC URBAN DEVELOPMENT ALLIANCE provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) STRATEGIC URBAN DEVELOPMENT ALLIANCE can negotiate its own rates;
- (xi) STRATEGIC URBAN DEVELOPMENT ALLIANCE can set its own hours and location of work; and
- (xii) STRATEGIC URBAN DEVELOPMENT ALLIANCE is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications, Training, and Removal.

- a. STRATEGIC URBAN DEVELOPMENT ALLIANCE represents and warrants that STRATEGIC URBAN DEVELOPMENT ALLIANCE and all STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. STRATEGIC URBAN DEVELOPMENT ALLIANCE will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. STRATEGIC URBAN DEVELOPMENT ALLIANCE represents and warrants that all STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in 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/or regulations, as they may apply.
- c. STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees to immediately remove or cause the removal of any STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide STRATEGIC URBAN DEVELOPMENT ALLIANCE with a basis or explanation for the removal request.

15. Certificates/Permits/Licenses/Registration. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall ensure that all STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

16. Insurance.

- a. Commercial General Liability Insurance. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment

may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 STRATEGIC URBAN DEVELOPMENT ALLIANCE. The policy shall protect STRATEGIC URBAN DEVELOPMENT ALLIANCE 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. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

- b. **Workers' Compensation Insurance.** STRATEGIC URBAN DEVELOPMENT ALLIANCE shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

17. **Testing and Screening.**

- a. **Tuberculosis Screening.** STRATEGIC URBAN DEVELOPMENT ALLIANCE shall ensure that all STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL, that STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, STRATEGIC URBAN DEVELOPMENT ALLIANCE shall obtain an x-ray of the lungs. STRATEGIC URBAN DEVELOPMENT ALLIANCE, at its discretion, may choose to submit a STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
- b. **Fingerprinting/Criminal Background Investigation.** For all STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS providing the SERVICES, STRATEGIC URBAN DEVELOPMENT ALLIANCE shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. STRATEGIC URBAN DEVELOPMENT ALLIANCE confirms that no STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, STRATEGIC URBAN DEVELOPMENT ALLIANCE shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent

arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

18. Incident/Accident/Mandated Reporting.
 - a. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall bear all costs of compliance with this Paragraph.
 - b. To the extent that a STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees to inform that STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Health and Safety Orders and Requirements; Site Closures.
 - a. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
 - b. Except as possibly stated otherwise in Exhibit A, STRATEGIC URBAN DEVELOPMENT ALLIANCE is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that STRATEGIC URBAN DEVELOPMENT ALLIANCE becomes unable to do so, STRATEGIC URBAN DEVELOPMENT ALLIANCE shall immediately inform OUSD in writing.
 - c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, STRATEGIC URBAN DEVELOPMENT ALLIANCE is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that STRATEGIC URBAN DEVELOPMENT ALLIANCE becomes unable to do so, STRATEGIC URBAN DEVELOPMENT ALLIANCE shall immediately inform OUSD in writing.
 - d. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. Conflict of Interest.
 - a. STRATEGIC URBAN DEVELOPMENT ALLIANCE and all STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. STRATEGIC URBAN DEVELOPMENT ALLIANCE affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between STRATEGIC URBAN DEVELOPMENT ALLIANCE's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of

any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.

- c. Through its execution of this AGREEMENT, STRATEGIC URBAN DEVELOPMENT ALLIANCE acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event STRATEGIC URBAN DEVELOPMENT ALLIANCE receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees it shall immediately notify OUSD in writing.

21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. STRATEGIC URBAN DEVELOPMENT ALLIANCE certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

22. Limitation of OUSD Liability. OUSD shall have no financial obligations under this Agreement other than as 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.

23. Indemnification.
 - a. To the furthest extent permitted by California law, STRATEGIC URBAN DEVELOPMENT ALLIANCE shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of STRATEGIC URBAN DEVELOPMENT ALLIANCE's performance of this AGREEMENT. STRATEGIC URBAN DEVELOPMENT ALLIANCE also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to STRATEGIC URBAN DEVELOPMENT ALLIANCE arising out of the performance of this AGREEMENT. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at STRATEGIC URBAN DEVELOPMENT ALLIANCE's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that STRATEGIC URBAN DEVELOPMENT ALLIANCE proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless STRATEGIC URBAN DEVELOPMENT ALLIANCE and STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend STRATEGIC URBAN DEVELOPMENT ALLIANCE and STRATEGIC URBAN DEVELOPMENT ALLIANCE INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

24. **Audit.** STRATEGIC URBAN DEVELOPMENT ALLIANCE shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of STRATEGIC URBAN DEVELOPMENT ALLIANCE transacted under this AGREEMENT. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. STRATEGIC URBAN DEVELOPMENT ALLIANCE shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to STRATEGIC URBAN DEVELOPMENT ALLIANCE and shall conduct audit(s) during STRATEGIC URBAN DEVELOPMENT ALLIANCE'S normal business hours, unless STRATEGIC URBAN DEVELOPMENT ALLIANCE otherwise consents.
25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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, STRATEGIC URBAN DEVELOPMENT ALLIANCE 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, STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees to require like compliance by all its subcontractor (s). STRATEGIC URBAN DEVELOPMENT ALLIANCE 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, sexual orientation, or other legally protected class.
26. **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, STRATEGIC URBAN DEVELOPMENT ALLIANCES, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
27. **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 or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. **Assignment.** The obligations of STRATEGIC URBAN DEVELOPMENT ALLIANCE under this AGREEMENT shall not be assigned by STRATEGIC URBAN DEVELOPMENT ALLIANCE without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
29. **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.
30. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.

31. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. 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.
33. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
36. Calculation of Time. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
37. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. W-9 Form. If STRATEGIC URBAN DEVELOPMENT ALLIANCE is doing business with OUSD for the first time, STRATEGIC URBAN DEVELOPMENT ALLIANCE acknowledges that it must complete and return a signed W-9 form to OUSD.

39. Agreement Publicly Posted. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. Signature Authority.
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), STRATEGIC URBAN DEVELOPMENT ALLIANCE acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. STRATEGIC URBAN DEVELOPMENT ALLIANCE agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
41. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

STRATEGIC URBAN DEVELOPMENT ALLIANCE

Name: Alan East Dones

Signature: 

Position: Managing Partner and Co-Founder

Date: 02/01/2024

One of the terms and conditions to which STRATEGIC URBAN DEVELOPMENT ALLIANCE specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that STRATEGIC URBAN DEVELOPMENT ALLIANCE acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 2/22/2024

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent

Date: 4/11/2024

SERVICES AGREEMENT
EXHIBIT A

(Paragraph numbers in Exhibit A correspond to the applicable Paragraph number in this Agreement.)

STRATEGIC URBAN DEVELOPMENT ALLIANCE:

1. Services. Describe the SERVICES STRATEGIC URBAN DEVELOPMENT ALLIANCE will provide: The Strategic Urban Development Alliance will work with OUSD's Oakland Adult and Career Education (OACE) to identify opportunities for workforce development, career development and internship opportunities at The Strategic Urban Development Alliance's three on-transit mixed use development projects in Oakland (Mandela Station at West Oakland BART, Eastline near 19th St BART, and the Coliseum Development project). The Strategic Urban Development Alliance will not be working with students - but rather working with OACE staff to identify opportunities for students.

OACE will align and implement career training and workforce development programs to meet the demands and objectives of the project developers and stakeholders. In addition, OACE will research and develop curriculum, lesson plans and course outlines for the Workforce Training programs.

2. Term.
 - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: 02/01/2024
 - b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: 06/30/2027
3. Compensation. STRATEGIC URBAN DEVELOPMENT ALLIANCE may impose the following costs on families and students: There will be no cost for students and families

12. Legal Notices.

OUSD

Site/Dept: Legal Department Address:

1011 Union Street, Site 946 City, ST

Zip: Oakland, CA 94607 Phone: 510-879-5060

Email: ousdlegal@ousd.org

STRATEGIC URBAN DEVELOPMENT ALLIANCE

Name/Dept: Alan Dones

Address: 1210 Excelsior Avenue,

City, ST Zip: Oakland, CA 94610

Phone: (510) 482-7020

Email: alan@sudallc.com

16. Insurance. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.