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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date April 27, 2022

Subject Service Agreement 2021-2022

Contractor: CliffordMoss LLC, Oakland, CA

Services for: 946-Office of the Legal Counsel

Action Requested and Recommendation Ratification by the Board of Education of a Services Agreement 2021-2022 by and between the District and CliffordMoss LLC, Oakland, CA, for the latter to provide: consultant will provide strategic consulting services, including a two-phase process for a pre-electoral strategy and communications, to assist Oakland Unified School District (OUSD) in preparing for and conducting feasibility to renew your existing parcel tax (Measure N) on the 2022 or 2024 ballot for the period of January 1, 2022 through June 30, 2022 in an amount not to exceed \$95,000.00.

Background The District does not have the unique outside expertise that Clifford Moss has.
(Why do we need these services. Why have you selected this vendor?)



In Kind Contributions ___ Yes No: OUSD Staff Time (Beyond Basic Supervision & Support)

___ Yes No: Supplies and Materials (Including Food)

___ Yes No: District Facilities/Workspace

___ Yes No: Technology Hardware and Software

___ Yes No: Other

Competitively Bid Was this contract competitively bid? ___ Yes No

If No, List Bid Exception: Services Agreement under \$99,100.00

Fiscal Impact Funding Resource name(s) (detailed below) not to exceed: \$95,000.00.

Resource Name(s) \$95,000.00 General Purpose-unrestricted

Attachments: Services Agreement including Scope of Work

SERVICES AGREEMENT 2021-2022

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

CliffordMoss LLC, Oakland, CA

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

January 1, 2022

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

June 30, 2022

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR 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 VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR 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. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR 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.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) 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. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR 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.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR 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 VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR 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 VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

Ninety-Five Thousand Dollars and 00/100

\$95,000.00

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand

payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's

invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without 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.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. 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. Cause 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 or Deputy may issue the termination notice

without 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 the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Tom Clifford
Title: Managing Member (LLC)
Address: 5111 Telegraph Ave, #307
City, ST Zip: Oakland, CA 94609
Phone: 510-847-7155
Email: tom@cliffordmoss.com

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. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees 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. VENDOR 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 VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR 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 VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR 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 and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed 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. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents 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, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the

furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. 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 of this Agreement). 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 VENDOR. The policy shall protect VENDOR 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.
- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, 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.

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors

are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
 - d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.
18. **Incident/Accident/Mandated Reporting.**
- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged

criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the 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. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as

- complying with any OUSD testing and vaccination requirements.
- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.
22. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **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.
24. **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.
25. **Conflict of Interest.**
- a. VENDOR shall abide by and be subject to all applicable,

regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, VENDOR 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 VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). 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.

28. Indemnification.

- a. To the furthest extent permitted by California law, **VENDOR** 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 **VENDOR**’s performance of this Agreement. **VENDOR** also agrees to hold harmless, indemnify, and defend **OUSD Indemnified Parties** from any and all claims or losses incurred by any supplier, **VENDOR**, or subcontractor furnishing work, services, or materials to **VENDOR** arising out of the performance of this Agreement. **VENDOR** shall, to the fullest extent permitted by California law, defend **OUSD Indemnified Parties** at **VENDOR**’s own expense, including attorneys’ fees and costs, and **OUSD** shall have the right to accept or reject any legal representation that **VENDOR** proposes to defend **OUSD Indemnified Parties**.
- b. To the furthest extent permitted by California law, **OUSD** shall indemnify, defend, and hold harmless **VENDOR**, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“**VENDOR 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 **OUSD**’s performance of this Agreement. **OUSD** shall, to the fullest extent permitted by California law, defend **VENDOR Indemnified Parties** at **OUSD**’s own expense, including attorneys’ fees and costs.

- 29. Audit.** **VENDOR** shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of **VENDOR** transacted under this Agreement. **VENDOR** shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. **VENDOR** 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 Services covered by this Agreement. Audit(s) may be performed at any time, provided that **OUSD** shall give reasonable prior

notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

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. VENDOR 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.** Section and 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 VENDOR is doing business with OUSD for the first time, VENDOR 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), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper

authority and empowered to enter into this Agreement or as legally binding in any way.

- c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** 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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: CliffordMoss LLC Signature: Tom Clifford
Position: Managing Member (LLC) Date: 03/22/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.


OUSD

Name: JOSHUA DANIELS Signature:

| |
|-----------------------------------|
| Signature file not configured for |
|-----------------------------------|

Position: GENERAL COUNSEL Date: 03/21/2022

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 
Position: Secretary, Board of Education Date: 05/07/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. General Description of Services to be Provided:

Provide a description of the service(s) VENDOR will provide.

See Attached Scope of Work

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Rate Type: Monthly Rate

Rate Amount:

\$7,500.00 per Month

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*

To help the District determine whether to reauthorize Measure N in 2022 and 2024 and how to do so.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
- Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** *OUSD has waived the following:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students.)

Vendor has no student interaction



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

Proposal for Strategic Consulting Services

**Prepared for
Oakland Unified School District**

From

CliffordMoss.

CliffordMoss
5111 Telegraph Avenue, No. 307
Oakland, CA 94609
Tom Clifford, Principal
Ph: 510-847-7155
www.cliffordmoss.com

October 20, 2021

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CliffordMoss.

October 20, 2021

Joshua R. Daniels
General Counsel
Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

RE: Proposal for Pre-Electoral, Education-Only Consulting Services
Submitted Via Email: josh.daniels@ousd.org

Dear Mr. Daniels:

CliffordMoss LLC is pleased to present this proposal to provide strategic consulting services, including pre-electoral strategy and communications, to assist Oakland Unified School District (OUSD) in preparing for and conducting feasibility to renew your existing parcel tax (Measure N) on the 2022 or 2024 ballot. We are an Oakland based firm, with students in OUSD schools and a deep love for Oakland, we have worked on many communications efforts across the City of Oakland and particularly enjoyed working with the private citizen's campaign who supported the recent GO Bond win (Measure Y).

We'd like to start with a simple fact. *CliffordMoss is not the typical communications strategy corporation.* We are a boutique firm dedicated to bringing a spirit of innovation to our work that helps our clients achieve their goals. Our seasoned team members have deep and relevant experience – decades working with California public education leaders to improve local schools.

We have an appreciation for the great need and effort required to rebuild California's ailing school infrastructure. Generations before us gave their all to build the "Golden State" including some of the best public schools in the country. Now it's our turn. **This space is our passion at CliffordMoss** – helping to revive our state's once vibrant public education system one project at a time. Working together with our clients, we can ensure that the future is as bright as our past.

Our successes include scores of education measures, communication efforts in a variety of terrains, and hundreds of others guided by our principals and leading advisors. In the past decade we have helped secure billions of dollars in funding to improve the quality of local education, public safety, infrastructure, and transportation systems across California.

We hope that you will find our qualifications, our attention to client service, and our genuine interest in YOU and your school district to be exceptional. It all starts with a story – your story. Our job is to bring that story to life. Thank you for your consideration.

Sincerely,



Tom Clifford
Principal, **CliffordMoss LLC**
510-847-7155 | tom@cliffordmoss.com

CliffordMoss.

1. Firm Overview

About CliffordMoss | www.cliffordmoss.com

CliffordMoss is an Oakland-based strategic communications firm, specializing in the strategic communications and pre-electoral tax election consulting services that Oakland Unified School District (OUSD) needs. We are led by principals Tom Clifford, Bonnie Moss, and Amanda Clifford. To stay nimble and responsive to clients, we have nine employees, as well as a network of highly qualified associates throughout the state who join us on projects when needed.

Our team is driven by three core principles:

YOUR community is unique ♦ Listening is a lost art ♦ People support what they help create

We use these principles to help you tell your story in an honest and compelling way. We use them to help you engage, listen, and build relationships – one conversation at a time. Most importantly, we use them to see opportunities through a *win-win* lens, so you inspire *others to rise* and help champion your cause from the outside in.

How we can help you:

- 1. Feasibility.** We will focus you on two proven tracks: **1. Polling.** We will collaborate with the pollster of your choice to get an accurate read on your electorate’s readiness to support a parcel tax renewal and/or increase. **2. Pre-Electoral Strategic Communications Work** (on a parallel track) to inform future work, educate and engage the OUSD community on **their** terms, and build the evidence that we are LISTENING and truly interested in what the community thinks. As we move down these two tracks, we will maintain our allegiance to the revealing data, letting the evidence tell us where we need to go next.
- 2. A Creative Communications and Messaging “Edge.”** We challenge the conventional wisdom that most public affairs firms offer. We respect Oakland’s UNIQUENESS! We work hard to combine old-school direct mail, flyers, and door-to-door communications with new-school online targeting and advertising, social media strategy, and faster technology to achieve maximum impact.
- 3. Approach - “FACILITATE, TRAIN & COACH.”** Our CliffordMoss team invests heavily in tools and client training to maximize impact. Our clients tell us we set them up for success because we invest in *THEM*. CliffordMoss training, tools, and systems turn ordinary people into *extraordinary* spokespeople and community champions.
- 4. Outstanding Work Products.** We work with peak-performing industry vendors to deliver outstanding results. Our network includes outstanding graphic designers, leading print production and data services providers, cutting edge online advertising and communications firms, and media practitioners.
- 5. Successful Strategy.** Above all, we are strategists. We focus on building the right strategy for the right ballot package during the pre-electoral window to set you up for future success. Examples of our work include: assessment tools, public engagement plans, messaging platforms, and architecture for pacing projects (samples available upon request). We are successful because we invest in building strategies that deliver results, whether in easy or complex political environments.

**“FACILITATE,
TRAIN, &
COACH”**

We are an intentionally small, boutique consulting firm dedicated to premium client service. We focus our capacity solely on the clients we take on. We are not a volume shop; we do not over-commit to too many clients like some other firms. Each CliffordMoss client project receives deliberate care, attention, and expertise from the principal assigned to their project. You will get to know your project lead *well*. We pride ourselves on this service delivery model – ask our references. They will tell you what it’s like working with CliffordMoss!

2. Your Unique Voter Profile

Understanding the uniqueness of your Oakland Unified School District universe of voters will be critical. To that end, we dig deep into voter data to understand your voters. Here is just a brief snapshot of the kind of data we will analyze and have available for your pre-electoral and education-only project.

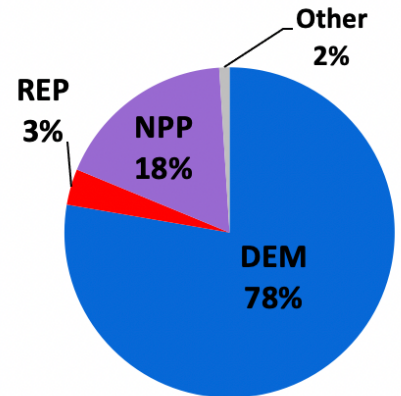
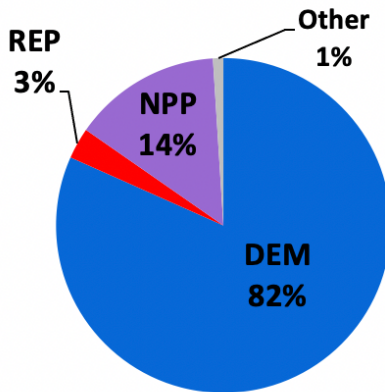
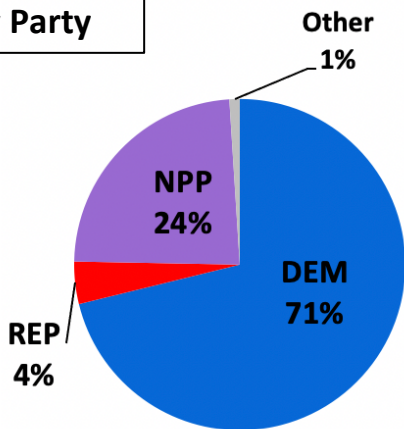
| Descriptor | Voters - # | Voters - % |
|--------------------------------|--|------------|
| All Voters | 251,658 Voters / 143,437 Households By Mail: 83% In Person: 17% | 100% |
| Likely Voters June 2022 | 116,861 Voters / 78,293 Households By Mail: 89% In Person: 11% | 46% |
| Likely Voters November 2022 | 158,295 Voters / 101,790 Households By Mail: 88% In Person: 12% | 63% |

ALL Voters

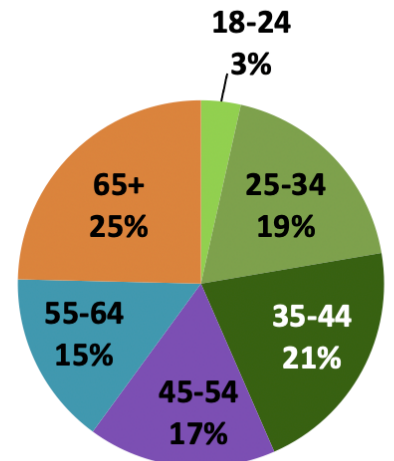
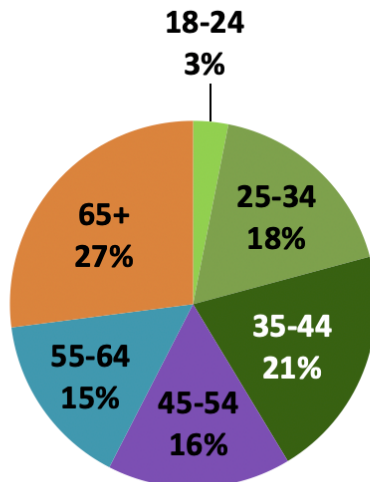
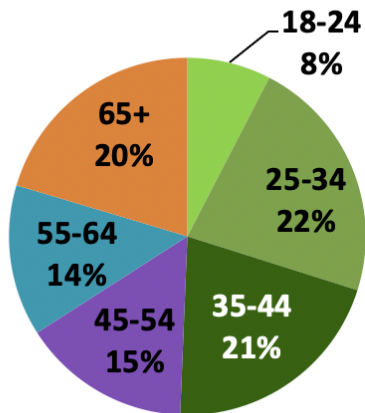
Likely June 2022

Likely Nov. 2022

By Party



By Age



3. Scope of Services

We suggest a two-phased approach that utilizes proven tools to navigate the way forward. **Phase 1** will consist of early diagnostics and initial stakeholder conversations, as well as a public opinion poll conducted by your pollster of choice. **Phase 2** includes pre-electoral ballot measure preparation, additional stakeholder conversations and a multi-pronged communications outreach effort to local voters.

Throughout the process, we focus on ensuring:

- 1) **Significant stakeholder and public engagement** long before a measure is placed on the ballot, making sure your community's VOICE IS HEARD from the earliest planning phases. Because **people support what they help create**, your community will be your partners in creating a successful measure.
- 2) **Steady periodic engagement of the Board of Education**. Since they have the final decision on calling an election, we have found that a more informed board makes for a smoother process.

While working on these tracks CliffordMoss makes it easy for you, your staff, and your board to plug in. Our proposed scope will include:

Phase 1: Early Diagnostics, Communications Planning, Stakeholder Conversations, and Public Opinion Poll
Timeline: January 2022 – February 2022

Phase 1 will include early political diagnostics (a deeper dive into previous election efforts to understand what works and what does not), some initial stakeholder outreach and public opinion polling. We believe conducting a public opinion poll to gauge voter sentiments ahead of placing a measure on the ballot is a vital step on the path to a successful outcome. Based on the assessment and early listening, we will collaborate with you under the pollster's lead to craft the poll to include elements that specifically mirror the community work that has been performed and any "red flag" projects we need data evidence to support. We'd also like to discuss polling different parcel tax options – a renewal and/or increase or other options you may be considering that we can test through polling.

PHASE 2: Ballot Measure Preparation & Public Communications
Timeline: March 2022 – June 2022

If the evidence shows that a ballot measure is feasible, we will proceed with Phase 2. CliffordMoss will provide the strategy, tools, calendar, and budget recommendations for the District's stakeholder engagement and public communications effort as you approach the filing date for the recommended election. There is a particular science to the work we do. Armed with Phase 1 results and data, the CliffordMoss team helps you plan for a customized and deliberate Phase 2 communications effort that helps you build the momentum necessary to move down the electoral path with a customized "Public Engagement Plan." Our work will include the following scope:



- Collaborate, build, and provide a customized "Public Engagement Plan" to guide pre-electoral engagement.
- Provide the strategy, tools, calendar, and budget recommendations to guide informational-only stakeholder and public communications/messaging as you approach the filing date for the recommended election.
- Helping you execute a multi-channel public engagement effort utilizing both direct mail and online strategies.
- Provide recommendations regarding the details of OUSD's measure, including specific parcel tax option (renewal or potentially an increase option).
- Help prepare the all-important 75-word Ballot Statement.
- Collaborate with OUSD leadership and other consultants (financial consultant, polling firm, etc.) to finalize the parcel tax for the ballot.

- Prepare you for information-only communications after your measure is filed and on the ballot. This will include recommendations for what the District can say on its website, fact sheets, FAQs, etc.

Management Plan

Our Commitment to You: CliffordMoss will work with you to make prudent and smart decisions that positions you effectively for future success. YOU will always be in the driver's seat about any and all budget-related decisions. During the pre-electoral planning window, we advocate for regular contact with you (some clients require meeting more often at certain times of the project, and we allow for that). We use the full spectrum of communications channels including conference calls, email, phone appointments, etc.

Our goal is to make this process manageable and successful for you and your team. We understand your primary focus is on teaching, learning, and operating a great school district each and every day. That said, you are considering placing a revenue measure on your local ballot – ***and that is a significant undertaking***. We are here to facilitate, train, and coach you SO THAT YOU CAN WIN, and secure the funding to bring in a new era for your schools. Our clients tell us that our approach and tools made the difference for them between winning and losing.

4. Project Team

Our team is well suited to help you achieve your electoral goals. Together, we have decades of experience in all aspects of helping communities prepare for and pass local ballot measures. Here is more about us:

Tom Clifford, Principal, CliffordMoss. Project Principal

Tom is a seasoned political and election strategist with significant experience engaging and leading complex, diverse, must-win projects in the public arena – [including leading the citizen campaign effort to win \\$735 Million Measure Y Bond on the November 2020 ballot.](#) Tom graduated from UC Berkeley, worked in the State Capitol and served as a CORO fellow before completing a joint degree in law at UC Berkeley (Boalt Hall) and public policy at Princeton University. He later practiced public law and litigation at Bingham McCutchen in San Francisco for six years before moving into political consulting with a leading California firm and forming CliffordMoss in 2012 with partner Bonnie Moss. Tom enjoys tackling thorny political issues that tap his political strategy and legal expertise. He has worked with school districts and public agencies across the state to gain voter approval of difficult measures. Tom lived in Latin America for several years, speaks Spanish and Marathi (in addition to English) and has extensive experience guiding projects with multi-cultural and multi-lingual components. Tom grew up in Chico and now lives in Oakland with his wife and three children.

Laura Crotty, Vice President, Project Manager Lead.

Laura specializes in guiding local K-12 education, transportation, environmental, county and city public communications efforts and campaigns. A native of the San Francisco South Bay Area, Laura attended UC Santa Cruz, receiving her B.A. in Environmental Studies. Following graduation from UCSC, she became a Senior AmeriCorps team leader 'filling the gap' in inner-city public schools, and working to engage communities in efforts to improve neighborhoods in Harlem, NYC. Later, she worked with Spectrum Community Services in Hayward, California, improving energy efficiency for low-income homes and vulnerable populations in Alameda County. Laura understands public sector organizations well and brings exceptional skills and experience in research, analysis, information technology and innovative problem-solving to CliffordMoss and our clients. Her favorite pastimes include exploring the great outdoors, especially Tahoe, and fine tuning her violin skills.

CliffordMoss SUPPORT TEAM. Bonnie Moss, Amanda Clifford, Ze-Kun Li, Daniel Rubens, Chandler Clifford, Angelina Cornejo, and Jackson Perkins are professionals with community organizing, communications, and online and social media expertise, media relations savvy, multi-lingual experience, and extensive print/production/direct mail capabilities. Our team can successfully navigate your communications challenges and opportunities. In addition to CliffordMoss project leads, this super support team will add value to your project.

CliffordMoss Design/Production Support Vendors. We work with a group of peak-performing industry vendors to deliver outstanding client results. Our team includes a world-class graphic designer, leading print-production and data-services providers, innovative online advertising and communications firms, and media consultants. We foster positive working relationships with vendors that share our commitment to excellence and innovation and also possess an appreciation for cost control.

5. References

Santa Clara Unified School District

Dr. Stella M. Kemp, Superintendent

Phone: 408-423-2006 / Email: csanfilippo@scusd.net

2012 \$84 5 yr. Parcel Tax WIN (72.7% YES)

2014 \$419M GO Bond | Tax Rate: \$48 per \$100,000 | WIN (69% YES)

2018 \$720M GO Bond | Tax Rate: \$50 per \$100,000 | WIN (67% YES)

**K-12 District
Santa Clara County**

Los Angeles Unified School District

Amanda Wherritt, Program and Policy Development Advisor, LAUSD

Phone: 323-983-3538 | Email: amanda.wherritt@lausd.net

2020 \$7B GO Bond | WIN (71.1% YES)

**K-12 School District
Los Angeles County**

Additional references available upon request.

6. Cost Proposal

The industry standard in the election consulting business is a monthly retainer arrangement, and we have found that our clients appreciate the certainty of that structure. Additional expenses (including our business expenses as well as program expenses such as design, printing, postage, etc.) will come at an additional cost. We collaborate with you to build a prudent budget for program expenses.

We understand that every dollar invested into this project is precious. Here is our cost proposal for Oakland Unified School District:

CliffordMoss Fee: **\$7,500/month** – Professional Consulting Fee (for 6-7 months)
Plus approved business expenses

A note about PROGRAM Expenses. Outside of the fee proposal we make above, it is too early to tell at this time what exactly your additional program costs will be, but early direct communication, direct mail, design work for additional web or social media presence, would be good examples of the kind of costs we expect. Our commitment is to keep your program budget as tight as possible. We will collaborate with you to build a prudent public information and engagement budget.

7. Thank You!

The CliffordMoss team is eager to assist Oakland Unified School District in achieving your strategic and electoral goals. Our experience guiding the winning Measure Y Bond effort, experience guiding successful public engagement efforts throughout the East Bay, and our deep knowledge of the community terrain in Oakland prepares us to effectively serve you. If you have any questions, please do not hesitate to contact Tom Clifford.

It all starts with a story – your story. Our job is to bring that story to life.

On behalf of all of us on the CliffordMoss team, we appreciate the opportunity to participate in your process and we hope you share our enthusiasm for **letting us tell your story**. Thank you for your consideration.