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Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Timothy White, Deputy Chief, Facilities Planning and Management
Board Meeting Date ~~October 10, 2019~~ October 23, 2019

Subject Award of Contract for Consulting Services for the Facilities Planning & Management Project to Tramutola, LCC

Action Requested Approval by the Board of Education of Resolution No. 1920-2023, Award of Contract for Consulting services on behalf of the District to Tramutola, LLC, Oakland, California, for the Facilities Planning & Management Bond Project in the amount of **One Hundred Five Thousand Dollars and NO/100 (\$105,000.00)**, as the selected consultant, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **October 24, 2019**, and scheduled to last until **August 31, 2020** pursuant to the contract.

The consultant was selected without competitive bidding because this agreement is for specially trained services or advice and no bidding or RFP is required Public Contract Code 20111(d) and Government Code 53060.

Discussion The scope of work of the contract includes strategic consulting services for the feasibility and planning of a General Obligation Bond for the Oakland Unified School District.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Resolution No. 1920-2023, Award of Contract for Consulting services on behalf of the District to Tramutola, LLC, Oakland, California, for the Facilities Planning & Management Bond Project which consists of consulting services to provide strategic consulting services for the feasibility and planning of a General Obligation Bond for the Oakland Unified School District, in the amount of **One Hundred Five Thousand Dollars and NO/100 (\$105,000.00)**, as the selected consultant, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **October 24, 2019**, and scheduled to last until **August 31, 2020** pursuant to the Contract.

Fiscal Impact Fund 40

Attachments

- Agreement
- Contractor Proposal
- Insurance Certificate

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

No competitive bidding was used for the contract for the services because competitive bidding is not required for this agreement. A consultant that provides professional or specially trained services or advise is exempt from the competitive bidding or RFP requirement. (Public Contract Code 20111(d) and Government Code 53060.)



**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1920-2023

**AWARD OF CONTRACT FOR PROFESSIONAL SERVICES FOR
THE FACILITIES PLANNING & MANAGEMENT DEPARTMENT
PROJECT**

WHEREAS, the District has selected **Tramutola, LLC**, (“Consultant”) for the Facilities Planning & Management Department Project, no. 00918, consisting of consulting and professional services to provide assistance with the Independent polling consultant, draft a ballot measure, collaborate with legal counsel and financial advisors to finalize legal ballot language, to include a 75-word Ballot Questionnaire (“Project”); and,

WHEREAS, no competitive bidding was used for the contract for the services (“Contract”) because competitive bidding is not required for this agreement. A consultant that provides professional or specially trained services or advise is exempt from the competitive bidding or RFP requirement (Public Contract Code 20111(d) and Government Code 53060); and,

WHEREAS, the Consultant has met the goals for local business participation, as required by the District’s policy for such participation; and,

WHEREAS, the Contract has been approved as to form by General Counsel.

NOW, THEREFORE, BE IT RESOLVED, that the Contract signed by Consultant in the amount of **ONE HUNDRED FIVE THOUSAND DOLLARS AND NO/100 (\$105,000.00)** shall be and is hereby accepted and awarded by the Board of Education; and,

BE IT FURTHER RESOLVED, that the President and Secretary of the Board be hereby authorized to sign the Contract on behalf of the District.

Passed by the following vote:

PREFERENTIAL AYES: Denilson Garbo, Mica Smith-Dahl (Student Directors)

PREFERENTIAL NOES: None



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

YEA: Gary Yee, Roseann Torres, Shanthi Gonzales, James Harris, Vice President
Jody London, President Aimee Eng

NOES: None

ABSENT: Jumoke Hinton Hodge

ABSTAINED: None

RECUSED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Board Meeting of the Governing Board of the Oakland Unified School District held on **October 23, 2019**.

Kyla Johnson-Trammell, Secretary,
Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into effective October 11, 2019 (the "Effective Date"), by and between the Oakland Unified School District ("District") and Tramutola ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Services"): provide assistance with the Independent polling consultant letter to draft the best possible ballot measure, collaborate with legal counsel and financial advisors to finalize the legal ballot language, including the 75-word Ballot Question, and if requested, a draft of the Argument in Favor. Develop a specific set of key messages that will guide how we talk about Oakland Unified School District's needs to the voters. Determine how to best use all appropriate communication channels to deliver these messages. Develop talking points, a Frequently Asked Questions (FAQ) document, and/or fact sheet for speaking engagements, and other tools to ensure a unified message. Identify who the key opinion leaders, influencers, and community groups are who need early attention. We will develop an overall strategy and messaging for these meetings. Direct mail to most efficient way to reach community. Provide and collaborate with you on an effective media strategy — including the use of on-line media.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees or agents (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on October 24, 2019 and shall terminate upon completion of the Services, but no later than August 31, 2020 ("Term"), except as otherwise stated in Paragraph 4 below. There shall be no extension of the Term of this Agreement without the express written consent of all parties.
4. **Termination.** District and the Contractor will have the option of terminating this agreement for cause upon providing 30-days written notice. In the event Contractor is in breach of one or more of its obligations under this Agreement, District shall have the right to terminate this Agreement if within thirty (30) days of written notice to Contractor with a detailed description of District's basis for such breach, Contractor fails to cure any such breach, or commence to cure such breach if the breach will in good faith take a longer period to cure.

In the event District is in breach of one or more of its obligations under this Agreement, Contractor shall have the right to terminate this Agreement if within thirty (30) days of written notice to District with a detailed description of Contractor's basis for such breach, District fails to cure any such breach, or commence to cure such breach if the breach will in good faith take a longer period to cure.

In the event of termination for cause, Contractor shall be entitled to payments through the month in which the termination is effective.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$7,500 per month plus approved expenses (voter demographics/ informational mailings/ graphic design/ logistics/ photocopying etc.) . Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed, **One Hundred Five Thousand Dollars, No/100 (\$105,000.00)** (the "Fee"). Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Each party agrees to indemnify, defend and hold harmless the other party from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) to the extent caused by the actual or alleged infringement of any patent, copyright, trade secret, or other proprietary right arising from or related to any material it furnished to such other party pursuant to this Agreement.

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) arising from or relating to any personal injury, death, damage to property, or economic loss to the extent caused by the Indemnifying Party's negligent act or omission, intentional misconduct, or other breach of duty. In the event both Consultant and District are at fault, indemnification shall be proportionate to their respective shares of fault. In the event neither party is at fault, each party shall bear responsibility for its own losses, expenses and liabilities.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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

a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

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

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

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

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and

updated by Contractor and shall be available to District upon request or audit.

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

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

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

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

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

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
23. **Time.** Time is of the essence to this Agreement.
24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.
30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- Workers' Compensation Certification.

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

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

33. **Materials.** Subject to prior approval of District, Contractor is authorized to enter into third party contracts on behalf of District for District's public information efforts. Payment of vendor for all goods, services, and costs shall be District's sole responsibility, and shall be in addition to the compensation or any other fees for the Services. Such third-party contracts include, without limitation, printing, graphic art work, demographic data, opinion research, mailing services, and postage.

34. **Copyright/ Trademark/ Patent.** All work product of Contractor, including but not limited to print copy, audio or video tapes, slogans, themes, designs, are and shall be the exclusive property of Contractor. Contractor grants District a limited, non-exclusive, non-transferable, revocable license to use such work product solely in connection with the Services. Subject to Contractor's prior written permission, District may reuse Contractor's work product only for District's own benefit.

IN WITNESS WHEREEOF, the Parties hereto have executed this Agreement on the date indicated below:

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT 10/24/19
Aimee Eng

Aimee Eng, President, Board of Education Date
Aimee Eng 10/24/19

Kyla Johnson-Trammell, Date
Superintendent & Secretary, Board of Education

CONTRACTOR:

Larry Trammell

Name: *Larry Trammell*

Title: *MS/CEO* Date: *8/14/19*

[Signature]

8/25/19

Name: Timothy White Date
Deputy Chief, Facilities Planning & Management

Approved As To Form:

Kelly M. Rem *8-19-19*
OUSD Facilities Legal Counsel Date

TRAMUTOLA

Proposal for
Bond Feasibility and Planning Services

Prepared for
Oakland Unified School District
May 30, 2019

ADDRESS
191 Ridgeway Ave, Oakland, CA 94611

OFFICE
510-658-7003

WEBSITE
www.tramutola.com

TRAMUTOLA

May 30, 2019

Tadashi Nakadegawa, Acting Executive Director
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

RE: Consulting Services for G. O. Bond Feasibility and Planning Services

Dear Mr. Nakadegawa,

Thank you for considering Tramutola for strategic consulting services for the feasibility and planning of a General Obligation Bond for the Oakland Unified School District.

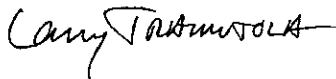
Our firm has over 30 years of experience assisting school districts and community colleges plan for and successfully pass bond and parcel tax measures. In addition to schools, we serve healthcare districts, counties, cities, candidates, and other public agencies. We provide specialized advice related to communications, planning, and campaigns that build community support. While our ultimate goal is to help our clients win, we value the relationships we build as much as the outcome of our work. We have helped school districts throughout the state, pass bond measures that provide long-term solutions to address the unique needs of their local district communities. For these reasons, our firm has been recognized as the best in the business.

We are based in Oakland and understand the challenges and realities of working in this highly diverse community. Since 1990, our firm has helped Oakland Unified School District, the City of Oakland, and the Oakland Public Libraries, pass difficult revenue measures including 7 bonds, 8 parcel taxes, and the most recent soda tax, which provides funding for health programs throughout the city. We are especially proud to have assisted the Oakland Schools in securing \$1.4 billion dollars in bonds paying for critical capital improvement projects for Oakland children.

We have received and reviewed the indemnity provisions and insurance requirements in the District's Agreement, attached as Exhibit A, and understand that this RFQ is exempt from the "Local, Small Local and Small Local Resident Business Enterprise Program." If given the opportunity to contract with the District, Tramutola has no objections to these indemnity provisions and insurance requirements. Tramutola certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

If selected, it would be an honor to once again help you and the District achieve your educational and electoral goals, and to make the experience not only successful, but enjoyable. Please let us know if you have any additional questions.

Sincerely,



Larry Tramutola
Tramutola LLC



Christian Garcia
Tramutola LLC

ADDRESS
191 Ridgeway Ave, Oakland, CA 94611

OFFICE
510-658-7003

WEBSITE
www.tramutola.com

OAKLAND UNIFIED SCHOOL DISTRICT
Bond Election Feasibility and Planning Services

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Executive Summary

Narrative and Firm Information - Tramutola LLC was established nearly thirty years ago to serve school districts and community colleges plan for and pass bond and parcel tax measures. We provide specialized advice related to communications, tax election feasibility, planning, and campaigns that build community support. Tramutola has helped school districts of all sizes and demographic profiles (including Oakland USD) pass local revenue measures, some, multiple times. We are known for our effective strategies, grassroots approach to community outreach, and most importantly, thoughtful political advice.

Tramutola has worked collaboratively with our clients to plan for and win over 300 local tax elections that have produced almost \$40 billion in new revenue for community facilities, services, and programs. While we have helped over 130 school districts win 222 tax elections, we recognize that each client is unique with a distinct set of challenges and opportunities. The strategies we develop are customized to meet your unique needs. Clients come to us when there are significant challenges. We are adept at navigating complex scenarios, including the potential of multiple measures on the same ballot, or the presence of organized opposition. We believe that our firm is different from others that provide similar services. We think strategically and encourage Districts to take a long-term view of success.

As a small firm, we deliberately limit the number of clients we accept. Most of our clients are repeat clients or clients with unique or special challenges. We provide individualized attention to achieve success, and pay close attention to client-consultant communications, whether they occur in person, via email, or over the phone.

Qualifications

In the last decade, Tramutola has assisted school districts garner community support for 41 bond measures raising over \$7.3 billion to address capital improvement needs (Attachment A). Over the past 25 years, Tramutola has assisted the Oakland Schools in successfully passing a total of 4 bond measures and 4 parcel tax measures. In addition, Tramutola has worked with the Oakland Libraries and the City of Oakland to win 8 additional revenue measures – all providing significant public benefit to the Oakland community.

Jurisdiction	Type	Month-Yr	Amount	% Yes
Oakland USD	Bond	Nov 1994	\$170 M	84%
	Bond	Mar 2000	\$303 M	76.07%
	Bond	June 2006	\$435 M	78%
	Bond	Nov 2012	\$475 M	84.90%
Oakland USD	Parcel Tax	Nov 1996	\$75/5 yr	82.00%
	Parcel Tax	Nov 2001	\$123/5 yr	78.90%
	Parcel Tax	Mar 2004	\$195/5 yr	74.60%
	Parcel Tax	Feb 2008	\$195/no sunset	79.40%
Oakland Libraries	Parcel Tax	Nov 1990	\$75/15 yr	81.60%
	Parcel Tax	June 1994	\$36/15 yr	73.50%
	Parcel Tax	Mar 2004	\$75/15 yr	77.20%
	Bond	Nov 1996	\$45 M	77.70%
Oakland Lake Merritt	Bond	Nov 2002	\$198.25 M	80.20%
Oakland Museum	Bond	Mar 2002	\$59 M	75.10%
Oakland Crime Prevention	Parcel Tax	Nov 2004	\$88/10 yr	69.40%
Oakland Soda Tax	Soda Tax	Nov 2016	\$.01 / oz	71.66%

Experience

Tramutola LLC has helped more school districts in the nation pass tax measures than any other firm. Our clients range from larger school districts such as Charlotte-Mecklenburg in North Carolina where we helped pass a \$922 million bond to smaller school districts like Little Lake City School District's \$18 million bond in Los Angeles. Our firm concentrates on helping school districts that have unique problems, including assisting districts like Oakland USD pass multiple measures to tackle long-term needs. Our staff is bilingual in Spanish and English, which enables us to communicate with many parents who are often left out of the decision-making process to support their children's education.

Team Overview

Below are brief bios for each member of our consulting team. Larry Tramutola will provide high-level strategic support and political advice to the team. Christian Garcia will serve as the project lead and oversee and coordinate all strategic aspects of the feasibility and pre-electoral effort. June Monach will provide strategic communications support to the team throughout the consultation.

Larry Tramutola is recognized as one of the country's top strategists in community engagement, political strategy, and passing difficult tax measures. He has personally trained most of the consultants who provide political advice to school districts in California. Larry has written three books: Two on passing difficult tax measures and a third on effective governance for newly elected officials. Larry graduated with distinction from Stanford University and is the founder of The Organizing and Leadership Academy whose mission is to train the next generation of organizers and leaders.

Christian Garcia works with a broad range of clients, including school districts, cities, candidates, statewide propositions, and community health issues. He provides daily direction, training, and strategic advice on voter engagement and community outreach to clients. As a fluent Spanish speaker, he believes in training community members who don't typically engage in the political process in their community. Christian's portfolio of clients includes, Piedmont USD, San Leandro USD, Little Lake City ESD, City of Palos Verdes Estates, Washington Hospital Healthcare District, Riverview Capital Investments, Robson Homes, Don Perata for Oakland Mayor, and David Chu for Assembly I.E. He is the former Director of TOLA (The Organizing and Leadership Academy) where he led the growth and development of the TOLA program. Christian is a graduate of CSU Chico.

June Monach provides strategic communications and editorial support to the Tramutola team. Prior to joining Tramutola, June worked as the communications director for the Piedmont Unified School District. She also brings governance expertise to the team, having served for eight years as a school board trustee and six years as a board member and president of a local educational foundation. June received her bachelor's degree and MBA from Stanford University.

Scope of Services

Our approach usually starts with a meeting between your staff and the Tramutola team, where we can further discuss your needs, expectations, timeline, concerns for the upcoming project, and deliverables. In conjunction, we recommend scheduling a meeting with the polling firm, district staff, and our firm to discuss your polling needs. While we have great working relationships with all polling firms in the state, if selected, we would recommend that Dave Metz with FM3 conduct the poll, given the firm's familiarity with the Oakland community. Polling and analysis of the results will inform our strategic outreach and communications plans for the community. We recommend that you work with a consulting team that knows Oakland well.

Once we have the opportunity to better understand your goals, we will work with you to develop a more detailed work plan and project deliverables.

1. Ballot Measure Preparation

Informed by results of your public opinion research, we will help you draft the best possible ballot measure. We will collaborate with your legal counsel and financial advisors to finalize the legal ballot language, including the 75-word Ballot Question, and if requested, a draft of the Argument in Favor. The ballot language is of critical importance to the potential success of the revenue measure. Our goal is to ensure that the ballot language is

aligned and informative to your unique set of voters. Completion of this phase of the work marks the transition from the information to the election and advocacy phase.

2. Implement Early Voter Engagement

We will develop an early voter engagement list based on historical information of the voters most likely to participate in a possible upcoming election. In addition we will also reach out to community leaders and District staff who need to understand the measure.

Message Development – Message Discipline - Based on the voter opinion research results, we will work with you to develop a specific set of key messages that will guide *how* we talk about Oakland Unified School District's needs to the people who matter most: voters. Our firm believes in strict message discipline. Our goal will be to use all appropriate communication channels to deliver these messages

Oakland USD's Early Communications Tools - We will help you develop talking points, a Frequently Asked Questions (FAQ) document, and/or fact sheet for speaking engagements, and other tools to ensure a unified message. The District's website will be an important and cost-efficient tool to articulate your facility needs and challenges. We will help you develop appropriate user-friendly content dedicated to this communications platform.

Customized Education Strategy – e.g. District workshops, opinion leader briefings, and targeted e-communications - We will work with you to identify who the key opinion leaders, influencers, and community groups are who need *early* attention. We will develop an overall strategy and messaging for these meetings. These meetings will be used to facilitate the exchange of ideas and gather information early in the project—particularly to understand perceptions of the project and to identify any “red flags” that we should be aware of.

Mail to Oakland USD's Voter Households - Direct mail is still the most efficient way to reach voters. Our firm has managed projects with as few as one mailer and as many as five during the pre-electoral process. We will work with the District to determine what is appropriate to meet your needs for this project.

Important note about the look and cost of your public information mail: Public agencies are under tremendous budget pressures. Your public information materials must deliver your message while being sensitive to public perception and cost. We will work with you to be deliberate about the mail you send. Too much mail or too “glossy”, and you could be accused of being wasteful; too little, or too passive, and you run the risk of not connecting with voters about your *real* needs and risk losing your measure. Whether yours is a very lean budget or one that allows for more and varied mail pieces, we will design mail that delivers your message in a compelling and direct way.

Media Strategy - We will provide and collaborate with you on an effective media strategy – including the use of on-line media. For some of our projects this is as simple as making effective use of the District's website and driving traffic to the website by advertising the URL on mailings and other print materials. We will help you assess the right mix of strategies needed for your District.

3. Election Phase

As you know, an independent citizens' campaign committee, established to persuade voters to support your measure, drives the election phase. (Note: while public agencies typically fund pre-electoral feasibility, planning, and public education, the campaign to persuade voters must be funded through private sources. By law, campaign activities cannot be funded using District resources).

While the District cannot advocate for the ballot measure, the District can and should provide voters with factual information, presented in a fair and unbiased way. This information can be delivered in different ways and through a variety of communication channels. We will develop simple informational materials for District officials and staff.

Management Plan and Timeline

The details of our management plan are addressed in the Scope of Services above. In our experience, developing a realistic timeline should be done collaboratively and take into consideration information from your facilities team, our planning meetings, poll results, and our political expertise. Time is of the essence, and we look forward to the board

making a decision on June 26th for the tentative approval of a contract.

Proposed Fees and Expenses

We establish our fees based on the complexity of the project, community demographics, and client expectations around the project scope. Our expenses are limited to out of pocket expenses or expenses approved by the District. Our clients appreciate the simplicity of our fee structure and our attention to controlling expenses. Based on our current understanding, we propose a monthly fee of \$7,500 per month, plus approved expenses (voter demographics/informational mailings, graphic design/logistics, photocopying etc.).

Our fees do not include the cost of polling, which should be negotiated separately with the polling firm that you decide to work with. As noted earlier, we recommend that you engage with Dave Metz with FM3 for polling.

Additional Data - References

1. **Piedmont Unified School District**
Randall Booker, Superintendent
Email: rbooker@piedmont.k12.ca.us
Phone: 510-594-2877

2. **San Bruno Park Elementary School District**
Stella Kemp, Superintendent
Email: skemp@sbpsd.k12.ca.us
Phone: 650-624-3100

3. **Torrance Unified School District**
Dr. George Mannon, Superintendent
Email: superintendent@tusd.org
Phone: 310-972-6059

**Attachment A
2008 to Present – School Bond Measure Experience**

School District	County	Date	Approval	Bond Amount
Long Beach City College	Los Angeles	2/3/08	73.84%	\$440,000,000
Poway USD	San Diego	2/5/08	63.81%	\$179,000,000
Palo Alto USD	Santa Clara	6/3/08	77.54%	\$378,000,000
Val Verde USD	Riverside	6/3/08	69.08%	\$43,440,000
Cypress Schools	Orange	11/4/08	69.20%	\$53,600,000
El Monte Union HSD	Los Angeles	11/4/08	74.16%	\$148,000,000
Escondido Union HSD	San Diego	11/4/08	59.03%	\$98,000,000
Grossmont Union HSD	San Diego	11/4/08	55.90%	\$417,000,000
Lakeside Union	Kern	11/4/08	77.60%	\$22,500,000
Manhattan Beach USD	Los Angeles	11/4/08	61.57%	\$67,480,000
Merced U HSD	Merced	11/4/08	61.60%	\$149,450,000
Savanna ESD	Orange	11/4/08	72.50%	\$24,935,000
Torrance USD	Los Angeles	11/4/08	71.49%	\$90,000,000
Torrance USD	Los Angeles	11/4/08	74.37%	\$265,000,000
Tustin USD Schools	Orange	11/4/08	58.50%	\$95,000,000
Duarte USD	Los Angeles	11/2/10	62.71%	\$81,100,000
Fairfax SD	Kern	11/2/10	72.66%	\$24,800,000
San Jose Evergreen CCD	Santa Clara	11/2/10	58.76%	\$268,000,000
Santa Clara USD	Santa Clara	11/2/10	63.75%	\$81,100,000
Newhall SD	Los Angeles	11/8/11	66.56%	\$60,000,000
Covina Valley USD	Los Angeles	11/6/12	73.10%	\$129,000,000
Grossmont-Cuyamaca CCD	East County	11/6/12	58.22%	\$398,000,000
Little Lake School District	Los Angeles	11/6/12	75.80%	\$18,000,000
Oakland Public Schools	Alameda	11/6/12	84.90%	\$475,000,000
Sacramento City USD	Sacramento	11/6/12	67.86%	\$68,000,000
Sacramento City USD	Sacramento	11/6/12	70.16%	\$346,000,000
Temecula Valley USD	Riverside	11/6/12	63.00%	\$165,000,000
Burbank USD	Los Angeles	3/5/13	61.45%	\$110,000,000
Fremont USD	Alameda	6/3/14	61.18%	\$650,000,000
Desert Sands USD	Riverside	11/4/14	69.50%	\$225,000,000
Torrance USD	Los Angeles	11/4/14	66.71%	\$144,300,000
Torrance USD	Los Angeles	11/4/14	62.08%	\$50,000,000
East Whittier SD	Los Angeles	11/8/16	73.59%	\$70,000,000
East Whittier SD	Los Angeles	11/8/16	73.28%	\$24,000,000
Liberty Union HSD	Contra Costa	11/8/16	60.40%	\$122,000,000
Manhattan Beach USD	Los Angeles	11/8/16	71.27%	\$114,000,000
Manhattan Beach USD	Los Angeles	11/8/16	67.33%	\$39,000,000
Piedmont USD	Alameda	11/8/16	73.21%	\$66,000,000
San Leandro USD	Alameda	11/8/16	74.80%	\$104,000,000
Charlotte Mecklenburg Schools	Charlotte MC	11/7/17	72.71%	\$922,000,000
San Bruno Park SD	San Mateo	11/6/18	69.71%	\$79,000,000



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Planning & Management	Site	918
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Basic Directions

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

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

Contractor Name	Tramutola LLC	Agency's Contact	Larry Tramutola		
OUSD Vendor ID #		Title	President		
Street Address	191 Ridgeway Avenue	City	Oakland	State	CA
Telephone	510-658-7003	Policy Expires		Zip	94611
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		
OUSD Project #	00918				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-11-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-31-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$105,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource	Funding Source	Org Key	Object Code	Amount
7814/0000	Fund 40	400-7814-0-0000-8500-6289-918-9180-9000-9999-99999	6289	\$105,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	8/20/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	as to form 8-19-19		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	8/20/19		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			