

Board Office Use: Legislative File Info.	
File ID Number	11-2705
Introduction Date	10-17-11
Enactment Number	11-2307
Enactment Date	10-26-11



Memo

To The Board of Education
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by Procurement) 10-26-11

Subject Professional Services Contract -
K Street Consulting Sacramento CA (contractor, City State)
 _____ (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and K Street Consulting. Services to be primarily provided to _____ for the period of 07/01/2011 through 06/30/2012.

Background
A one paragraph explanation of why the consultant's services are needed.
 During the 2010-2011 school year K Street Consulting provided many legislative services (see below) to the Board of Education, Superintendent, and Cabinet. The agreement is being extended for the 2011-2012 school year and all terms of the original contract will remain in effect.

Discussion
One paragraph summary of the scope of work.
 K Street Consulting will continue to provide support to the District by monitoring and identifying key state policy and budget issues; conducting bill analysis of major education proposals; providing legislative representation on behalf of the District; coordinating staff participation in legislative committee hearings; and upon request, presenting legislative or budget updates to the Board of Education, Superintendent and/or Cabinet.

Recommendation Ratification of professional services contract between Oakland Unified School District and K Street Consulting. Services to be primarily provided to _____ for the period of 07/01/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Tier 3
 _____ not to exceed \$ 60,000.00

- Attachments
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	11-2105
Introduction Date	10-17-11
Enactment Number	11-2307
Enactment Date	10-26-11/22

**AMENDMENT TO THE
AGREEMENT
Between
OAKLAND UNIFIED SCHOOL DISTRICT
And
K STREET CONSULTING**

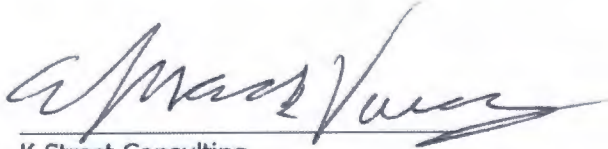
By Resolution 10-2146 enacted on November 17, 2010, the Board of Education approved a professional services agreement between GOVERNMENTAL SOLUTIONS GROUP, LLC, ALSO KNOWN AS K STREET CONSULTING (hereinafter "CONSULTANT" or "CONTRACTOR") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for CONSULTANT to, among other things, provide support to the District by monitoring and identifying key state policy and budget issues, conducting bill analyses, and providing legislative representation of the District (the "Agreement"). The Parties hereby agree to amend said Agreement as follows:

Paragraph 1 Terms of Agreement is modified as follows:

This Amendment shall become effective July 1, 2011 through June 30, 2012 and shall be terminated on September 30, 2012. The Agreement may be further amended for one additional fiscal year (2012-13) by mutual agreement of the parties.

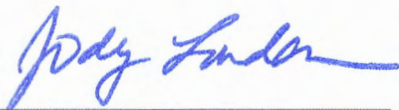
1. Except as expressly provided above, the Agreement is unchanged.
2. This Amendment to the Agreement between the CONSULTANT and the District constitutes the entire understanding and agreement between the Parties.
3. All understandings, agreements, covenants, and representations express or implied, oral or written between the Parties are contained and merged herein. No other agreements, covenants, or representations, express or implied, oral or written, have been made by or between the Parties concerning the subject of this Amendment. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment to the Agreement.



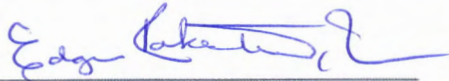
 K Street Consulting
 Afiack Vargas

Date: 8-31-11



President, Board of Education
Oakland Unified School District

Date: 10/27/11



Secretary, Board of Education
Oakland Unified School District

Date: 10/27/11

Approved as to Form



Jacqueline P. Minor
General Counsel
Oakland Unified School District

Date: 9/1/2011



Superintendent
Tony Smith, Ph.D.

Date: 10/26/11

File ID Number: 11-2705
Introduction Date: 10-17-11
Enactment Number: 11-2307
Enactment Date: 10-26-11
By: JS

Board Office Use: Legislative File Info.	
File ID Number	10-2469
Introduction Date	11/08/10
Enactment Number	11-10-0146
Enactment Date	11-17-10 <i>ja</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement)

Subject Professional Services Contract - Governmental Solutions Group, LLC, Sacramento, CA - Superintendent's Office

Action Requested Ratification of professional services contract between Oakland Unified School District and Governmental Solutions Group, LLC. Services to be primarily provided to the Superintendent's Office for the period of October 1, 2010 through June 30, 2011.

Discussion Governmental Solutions Group, LLC, Sacramento, CA, will provide support to the District by monitoring and identifying key state policy and budget issues; conducting bill analysis of major education proposals; providing legislative representation on behalf of the District; coordinating staff participation in legislative committee hearings; and upon request, presenting legislative or budget updates to the Board of Education, Superintendent and/or Cabinet.

Recommendation Ratification of professional services contract between Oakland Unified School District and Governmental Solutions Group, LLC. Services to be primarily provided to the Superintendent's Office for the period of October 1, 2010 through June 30, 2011.

Fiscal Impact Funding resource name Professional Development Block Grant; TIIG - Instruction not to exceed \$45,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications

AGREEMENT BETWEEN GOVERNMENTAL SOLUTIONS GROUP, LLC

And

OAKLAND UNIFIED SCHOOL DISTRICT

This Agreement, entered into this 1st Day of October 2010, by and between Oakland Unified School District, including its Board of Education, (hereinafter "Client"), and Governmental Solutions Group, LLC, which effective January 2011, shall be known as K Street Consulting, LLC, (hereinafter "Contractor").

RECITALS

Whereas, the District desires Contractor to provide support to the District by monitoring and identifying key state policy and budget issues; monitoring of the State Board of Education (SBE); provide public affairs and message management assistance; community engagement assistance; analysis of major state education proposals; providing legislative representation on behalf of the OUSD; coordinating Board of Education (the "Board") and staff participation in state legislative committee and agency hearings; and presenting written and/or oral reports to the Superintendent, Board, and the Intergovernmental Relations Committee of the Board, or successor committee on pertinent state education and funding issues.

Whereas, Contractor represents itself able and, for a consideration, willing to perform the services in Sacramento.

This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: Description of Services and W-9 Form.

1. Terms of Agreement.

- a. The Agreement shall become effective beginning October 1, 2010 and shall be terminated on June 30, 2011, provided however, as provided in Paragraph 12 below, sixty days prior to the expiration of this Agreement the Parties may agree to extend the Agreement annually for two additional fiscal years (July 1, 2011 through June 30, 2012 and July 1, 2012 through June 30, 2013).

2. **Effective Date of Agreement.** Both parties will make a good faith effort to sign this Agreement by October 1, 2010. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same fully executed instrument when each party has executed and delivered a counterpart to the other party; including, all signature pages executed and delivered from one party to another via facsimile.

3. Description of Services.

- a. Contractor agrees to provide Services to Client that support the priorities identified in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.
- b. Except where Contractor and Client mutually agree, Contractor shall determine the method, details, and means of performing Services.

4. Compensation.

- a. Compensation to Contractor shall be \$5,000 per month. Payment to Contractor shall be made at the first of each month for the contract period and no later than the fifteenth business day of the month. The total amount of compensation may be adjusted in accordance with the "Modification of Agreement" provisions provided herein. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement.
- b. Client agrees to compensate Contractor for any and all expenses associated with the performance of its duties, including travel approved by Client. All expenses incurred on behalf of the Client are separate and apart from the compensation in Section 4(a) and shall be either paid for by Client in advance or reimbursed to Contractor in the month immediately following the month when the expense was incurred by the Contractor.

5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any relationship whatsoever other than that of independent contractor.

6. Mutual Indemnification of Contractor / Client.

- a. Client and Contractor shall indemnify and hold harmless each other, its officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees), claims thereof for injury to or death of a person, including employees of Client/Contractor or loss of or damage to property, and liabilities (referred to collectively as "Contractor losses" or "Client Losses") of any type whatsoever to all persons, corporations, and partnerships or other entities, resulting directly or indirectly from Client's / Contractor's performance of this Agreement. This obligation shall not lie in those instances where the Contractor/Client losses are caused solely by the negligence or intentional misconduct of the other party or its employees.
- b. However, if there also is fault on the part of Client/Contractor, any indemnification obligation under this Agreement shall be allocated on a

comparative fault basis. As a condition to the foregoing indemnity obligation, Client / Contractor shall provide the other party with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor / Client in connection with any such claim.

- c. Client / Contractor shall indemnify and hold each other harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Client/Contractor, or any of its officers, agents, articles or services to be supplied in the performance of this Agreement.

7. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY 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 ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT, EXCLUDING THE RIGHT OF THE CONTRACTOR TO COLLECT ALL FEES AND MONIES DUE TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.

8. Proprietary Information.

- a. The Client and Contractor understand and agree that, in its performance under this Agreement or in contemplation thereof, both parties may have access to private or confidential information, which may be owned or controlled by the other party, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the other party. The Client and Contractor also understand and agree that the disclosure of such information may violate state and/or federal law and may subject the party to civil liability. Consequently, both parties agree that all information disclosed by the other party shall be held in confidence and used only in performance of the Agreement. Both parties to this Agreement shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.
- b. Private or confidential information does not include any information that: (i) is or becomes part of the public domain through no act or omission of the Contractor, (ii) becomes available to Contractor on a non-confidential basis from a source, other than Client, (iii) was known to Contractor on a non-confidential basis prior to disclosure to Contractor by Client, or (iv) was or is independently developed by Contractor.

9. Termination. The Agreement may be terminated by either party upon 45 day written notice. Upon termination of this Agreement, Contractor will invoice Client and Client agrees to pay Contractor for the services actually performed by Contractor,

plus travel and lodging costs in accordance with this Agreement. Neither party shall have any liability to the other for any damages of any sort resulting solely from the party's termination of this Agreement in accordance with the provisions of this Agreement.

10. Notices to the Parties.

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered as follows:

To: **Governmental Solutions Group, LLC**

Vernon M. Billy, President
Address: 1107-9th Street, Ste. 1005
City, State, Zip Code: Sacramento, CA 95814
Telephone: 916-658-1688
Email: Vernon@gsgllc.us.com

To: **Oakland Unified School District**

Tony Smith, Superintendent
Address: 1025 2nd Avenue
City, State, Zip Code: Oakland, CA 94606
Telephone: (510) 879-8200
Email: Tony.Smith@ousd.k12.ca.us

11. Waiver. Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

12. Modification of Agreement.

- a. The parties may amend and/or extend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of Contractor's compensation, shall only be effective upon execution of a duly authorized written amendment to this Agreement.
- b. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement signed by both parties.

13. [This Paragraph is intentionally left blank]

14. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
15. Section Headings. The section headings contained herein are for convenience in reference.
16. Definitions. For purposes of the services delineated within Appendix A and in this agreement, unless otherwise expressly stated herein, the term "Board" or "Board of Education" does not include and/or mean at the request of an individual board member, which is deemed to be outside the scope of this agreement.
17. Entire Agreement. The entire Agreement between the parties is included herein and no warranties expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.
18. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.
19. Signatures.

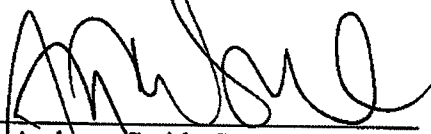
**Contractor: Governmental Solutions Group, LLC
K Street Consulting, LLC**





Signature

Date: September 8, 2010

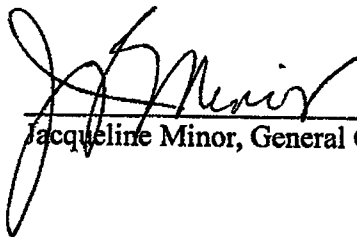
Client: **Oakland Unified School District**



Dr. Anthony Smith, Superintendent
Oakland Unified School District

 11/18/10
President, Board of Education 11/18/10
Secretary, Board of Education

Approved As to Form


Jacqueline Minor, General Counsel

File ID Number: 10-2469
Introduction Date: 11-17-10
Enactment Number: 10-2146
Enactment Date: 11-17-10
By: AD

APPENDIX "A"

Description of Services for Oakland Unified School District

Governmental Solutions Group, LLC (GSG) will provide support to the Board of Education and staff of the Oakland Unified School District ("District" or "OUSD") by monitoring and identifying key state policy and budget issues; conducting bill analysis of major education proposals; providing legislative representation on behalf of the OUSD; coordinating Board and staff participation in legislative committee hearings as appropriate; and, upon request, presenting legislative or budget updates to the Board of Education, Superintendent or Cabinet.

GSG shall meet annually with the Board to set and prioritize the District's legislative agenda for the year. At the direction of the Board or the Board President on behalf of the Board, GSG may meet quarterly, and as required more frequently, with the Intergovernmental Relations Committee of the Board (or successor committee) to update the Committee on key policy and budget issues, major education related bills; and to receive input from the Committee.

In addition, GSG shall at a minimum, provide monthly written or oral reports on major education proposals as they occur. Consistent with the priorities set by the Board and/or as directed by the Superintendent or his designee, GSG will represent the District in discussions with elected officials, state legislative and agency staff as needed. GSG will also track the budget development process and provide the Board and OUSD staff with timely updates throughout the budget process including a summary of the Governor's Proposed Budget, the May Revise and the Final Budget Act.

Contractor may provide the District staff and the Intergovernmental Relations Committee of the Board (or successor committee) with summaries of relevant actions taken at meetings of the California State Board of Education meetings; as requested, and consistent with priorities and direction from the Board, advocating District's position on matters before the SBE; and building the District's presence with SBE and California Department of Education ("CDE") staff and leadership.

Throughout the year, Contractor will provide the District staff and the Board with legislative advocacy services that include, but are not limited to, bill introduction, summaries, and legislative tracking of all the education-related bills introduced in the State legislature.

Contractor will also work with the Board and District staff to draft and introduce legislation that will support the District's students and educational goals. This process includes researching applicable laws, drafting statutory language, developing background papers, working with members of the Oakland legislative delegation, the Governor's office, and the California Department of Finance. In addition, Contractor will work to

move the District's sponsored legislation through the legislative process, continuously advocating on behalf of the District's interests, consistent with the priorities and direction set by the Board and/or as directed by the Superintendent or his designee.

Contractor may, upon request, assist OUSD, including its Board, with crisis message management and community engagement activities that support the goals and objectives of the District. This may include, reviewing Superintendent communications to the community; providing presentations to the OUSD school community about State policy and budget actions that impact schools; assisting with the development of key messages to State elected officials regarding OUSD activities.

Contractor will, upon request of the Board or the Intergovernmental Relations Committee of the Board (or successor committee), coordinate "Lobby Days" for the Board and District leadership that may include the drafting of background papers, scheduling of meetings, and participation in the Lobby Day.

Throughout the year, Contractor will provide general information and legislative counsel to District officials upon request.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:*

Contractor Information

Contractor Name	K Street Consulting	Agency's Contact	Aflack Vargas			
OUSD Vendor ID #	I005349	Title				
Street Address	1107 9th Street #1005	City	Sacramento	State	CA	Zip 95814
Telephone		Email	aflack@kstreet.us.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$ 60,000.00

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 #	Resource Name	Org Key	Object Code	Amount
0520	Tier 3	9990520101	5825	\$ 60,000.00
			5825	\$
			5825	\$
Requisition No.	R0201482		Total Contract Amount	\$ 60,000.00

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.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Phone	
	Site / Department		Fax	
	Signature		Date Approved	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs			
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)			
	Signature		Date Approved	
3.	Regional Executive Officer			
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site			
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work			
4.	Signature		Date Approved	
	Signature (if using multiple restricted resources)		Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000			
5.	Signature		Date Approved	9/30/11
	Superintendent, Board of Education <i>Signature on the legal contract</i>			
Legal Required if not using standard contract		Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	P1202613	



