

Board Office Use: Legislative File Info.	
File ID Number	14-2210
Introduction Date	11/19/14
Enactment Number	14-1953
Enactment Date	11/19/14 <i>am</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Jacqueline Minor, General Counsel
Board Meeting Date November 19, 2014
Subject **Agreement with NIAM Consulting, LLC**

Action Requested **Ratification by the Board of Education of the Agreement with NIAM Consulting, LLC.**

Background Board Policy 7155, Community Engagement for Facility Projects, requires community engagement, planning and collaboration for District capital projects. NIAM Consulting, LLC, which included Malo Hutson as principal, is being retained to develop and support the successful implementation of the community engagement plan for the Central Kitchen project being located at Marcus Foster School.

Discussion The term of this agreement is October 13, 2014 to June 30, 2016 and may be extended for an additional year by written agreement of both parties, the cost is not to exceed \$50,000, and includes community meetings, web design, development of project materials, flyers and fact sheets.

Recommendation Ratification by the Board of Education of the Agreement with NIAM Consulting, LLC

Fiscal Impact Measure J, not to exceed \$50,000

Attachments

- Agreement

AGREEMENT

Between

Oakland Unified School District

And

NIAM Consulting, LLC for Professional Services

This Agreement, effective as of **October 13, 2014**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **NIAM Consulting, LLC** ("**Consultant**").

1. SCOPE OF SERVICES

Consultant is being retained to develop and support the successful implementation of the community engagement plan for the Central Kitchen project to be located at Marcus Foster School, currently used as the administrative headquarters for Programs for Exceptional Children. The design, phasing and implementation of the engagement strategy is attached hereto and incorporated herein as **Exhibit A** and is called "A Proposal for Community Based Engagement, and Communications for Central Kitchen, Urban Farm, and Education Center." The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be October 13, 2014 to June 30, 2016 and may be extended for an additional year by written agreement of both parties.
- 2.2 **Fees.** The cost of Phase I of the Community Engagement plan is approximately \$50,000 as outlined in Exhibit A.
- 2.3 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less sixty (60) days written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. Upon any termination of this Agreement, CONSULTANT shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD.
- 2.4 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 2.5 **Conflict of Interest.** CONSULTANT affirms to the best of its knowledge, there exists no actual or potential conflict of interest between CONSULTANT employees' 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.

- 2.6 **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, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 2.7 **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CONSULTANT 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 or sexual orientation. CONSULTANT 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.
- 2.8 **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 provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

3. AREAS OF AUTHORITY

- 3.1 **Independent Contractor.** This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that it and none of its employees are officers, employees, agents, partners, or participating in a joint venture of OUSD, and it is not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 3.2 **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.
- 3.3 **Ownership of Documents.** All documents created by CONSULTANT pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.

- 3.4 **Copyright/Trademark/Patent/Ownership.** CONSULTANT understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD.
- 3.5 **Confidentiality.** The CONSULTANT shall maintain the confidentiality of all information and documents received that are labeled as confidential. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
4. **INDEMNIFICATION** CONSULTANT shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CONSULTANT, its agents or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

5. BILLING

- a. Bills for CONSULTANT fees and expenses should be submitted and monthly to unless otherwise agreed. Bills or invoices should be emailed to:

Michael.ezeh@ousd.k12.ca.us
and
jacqueline.minor@ousd.k12.ca.us

- b. The District will not pay for amounts not reflected on bills or invoices.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

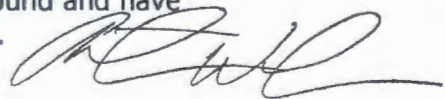
7. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

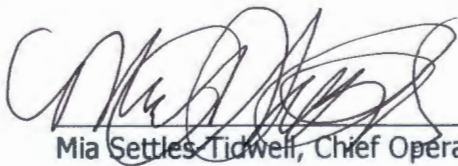
9. EXCLUDED PARTIES

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: 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/portal/public/SAM>

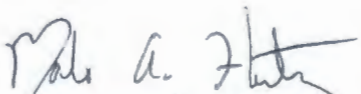
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.



Antwan Wilson
Secretary, Board of Education

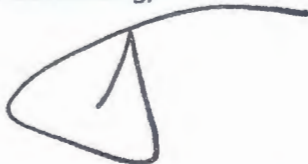


Mia Settles Tidwell, Chief Operations Officer



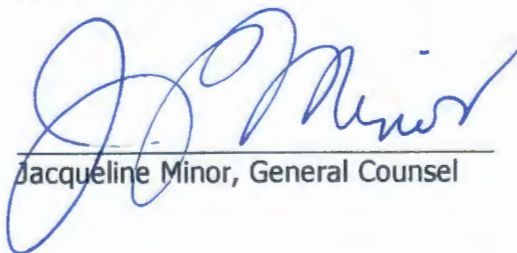
Malo Hutson, Chief Executive Officer
NIAM Consulting, LLC

File ID Number: 14-2210
Introduction Date: 11/19/14
Enactment Number: 14-1953
Enactment Date: 11/19/14
By: o/a



President, Board of Education
Oakland Unified School District

Approved As to Form



Jacqueline Minor, General Counsel

Proposal for Community Engagement and Communications
for
Central Kitchen, Urban Farm, and Education Center

NIAM
CONSULTING

Malo Hutson, Ph.D., MCP, Lead Consultant
malo@niamconsulting.com
510.219.2440

Project Context

The Oakland Unified School District (“OUSD”) Central Kitchen, Urban Farm, and Education Center (“the Center”), is the centerpiece of Rethinking School Lunch Oakland, a district-wide initiative integrating school food and education innovations. The Center will be a state-of-the-art green facility and the hub of a new district-wide school food system network that connects nutrition, education, and community programs at OUSD’s satellite kitchens, school-community kitchens, school gardens, and produce market stands. It will serve as a national model in design and programmatic content. OUSD intends to renovate the Marcus Foster School in West Oakland. The Center is scheduled for completion sometime in Fall 2017.

This project is a high priority for OUSD. The project has secured funding, is past the design stage and OUSD has hired the developers, but construction has not commenced. Construction is also approximately two years behind schedule. The site that will be renovated for this project currently houses OUSD’s Programs for Exceptional Children (“Special Education Program”) and needs to be vacated. Although the project has advanced past the design phase, and OUSD has hired the contractors to develop the Center, OUSD has not yet engaged the community. OUSD has committed to a process of community engagement.

OUSD requires an immediate, intensive, and upfront community engagement process to keep this project moving on the scheduled timeline while addressing the concerns of all stakeholders. Niam Consulting (“Consultants” or “the team” or “our team”) proposes using community engagement and planning strategies that are specifically tailored to this Center’s work with food and nutrition, and that capture Oakland’s rich history and culture relating to food. Doing so will not only increase OUSD’s awareness of the local community’s concerns, but will encourage **ownership and pride** in the Center among community stakeholders, build **community strength** through the community engagement process, and celebrate the **benefits** of the Center’s location in West Oakland and its programmatic offerings.

Overall Project Goals

In keeping with OUSD's newly established policy on community engagement for facilities projects, and OUSD's broader Student, Family, and Community Engagement goals, our team will work closely with OUSD to:

- Identify areas within the project still amenable to collaboration with key community stakeholders (including students and families, Oakland residents, local food justice advocates, faith based institutions, and community based organizations).
- Identify areas within the Center's construction and programming amenable to incorporating additional community benefits where feasible.
- Communicate clearly, and on an ongoing basis, the status and purpose of the Center, and the Center's benefits to key community stakeholders including OUSD staff, students, parents, neighbors and Oakland residents, local community based organizations, and School Board members and other policy makers.
- Gather community input and communicate that input back to OUSD staff and the development team to ensure that local concerns and desires are taken into account.
- Use web and social media strategically to keep the broader community informed, gather community input, and to capture and document the development of the Center.

Successfully achieving these goals will require regular and frequent conversation and collaboration between the Team and OUSD to ensure that proposed strategies meet OUSD's needs, and that related materials are accurate and approved in a timely manner. **Achieving these goals will also required OUSD's willingness to incorporate community concerns and ideas into their decisions and planning.**

Overall Project Phases and Tools

To achieve the above goals, we propose an engagement over several phases. The first phase addresses initial communications and outreach that begin with announcing the relocation of the Programs for Exceptional Children and continue through door-to-door outreach in the neighborhood surrounding the project site. The subsequent phases will coincide with the agency review period (a period also used for transition and construction planning), and construction components of this project, which each require different types of communication.

- **Phase 1: Initial Outreach and Announcement of Relocation of Programs for Exception Children.** OUSD has scheduled a meeting on October 9, 2014 to prepare an initial newsletter and another meeting on October 13, 2014 to announce the relocation plan to the Special Education Program. These events will increase awareness of the project. We will immediately engage in community outreach to assess community concerns, and work to prevent initial communications being tied solely to the issues around relocation of the Special Education Program and the potential disruption to the neighborhood. This phase will also involve the team working closely with OUSD to identify the areas still open to community input. This Phase will continue through January 16, 2015.
- **Phase 2: Agency Reviews and Construction/Transition Planning.** This phase will require communications updating the community on state agency review and approval, preparing neighbors for construction and changing traffic patterns. This phase will continue the community engagement processes

begun in Phase 1, may overlap with Phase 1 depending on when agency review commences. The duration of the phase depends on how quickly agency review progresses.

- **Phase 3: Construction and Program Implementation.** This phase will commence with construction and will require regular progress updates to the community, and open channels for community questions and concerns regarding the details of the project's construction. This phase will also involve communication and community input on programmatic design.
- **Phase 4: Support for the Launch.** This phase will involve celebrating the completion of the Center's construction and strategic broadcasting of the Center's launch to a national audience of funders, education policy makers, and food justice advocates.

The specific scope of work outlined in this proposal is for Phase 1 only, estimated to run from October 6, 2014 through January 16, 2015. The tasks outlined below will not, standing alone, achieve the Overall Project Goals. Our team will provide specific scopes of work for each of the subsequent phases after initial analysis of development and program related materials from OUSD (including the facilities team proposed development and construction schedule, actual construction plans, current development agreements in place, status of agency review, and planned programmatic content), and input from initial community engagement activities. The timing of the subsequent phases is contingent on the progress of the project.

We anticipate that over the course of the entire project, our team will routinely meet with OUSD to relate community feedback and offer coaching and recommendations for talking points at OUSD engagements with the community. The frequency and length of these meetings will depend on the pace of the project's development and the feedback the community provides. Consultants also intend to use the following community engagement tools throughout the course of the project:

- Meet with key leaders in West Oakland, and citywide where necessary and appropriate, and convene 2 meetings with 8-10 different individuals/institutions to brief these individuals/organizations on the status of the project and gather their input. During these meetings Consultants will identify key leaders and institutions that want to contribute to the engagement effort by hosting a "Meet and Eat."
- Convene 6 community "Meet and Eat" pop-ups centered on healthy meals hosted by key community institutions with approximately 20 people each. These "Meet and Eat" pop-ups will give community members an opportunity to experience the kind of food the Center will provide to Oakland's children—healthy, locally grown, vegetable rich meals. Our team member Bryant Terry will design the menus.
- Engage in door-to-door outreach for residents in the neighborhood surrounding the site
- Develop and circulate a survey to gather feedback from community members
- Train and develop youth ambassadors to engage in door-to-door outreach
- Meet with local food justice advocates and organizations and convene 2 meetings with 5 organizations to brief these individuals/organizations on the status of the project and gather their input
- Conduct additional outreach through community centered institutions such as schools, farmer's markets, churches, and community organizations

Scope of Work – Phase 1 Initial Outreach and Announcement of Relocation

By Board policy, OUSD is required to "ensure that community priorities are incorporated in the project where feasible." As OUSD has selected the location site for the Center, completed the design phase and selected the contractors, OUSD anticipates that community members will likely have questions and concerns about the completed design, the available community benefits associated with the proposed construction, and will want opportunities to contribute to the program design of the Center. We anticipate that OUSD will have to answer, among others, the following questions:

- Why didn't OUSD engage the community prior to the design phase?
- Will the renovation of the Center's site create jobs for community members? Will these jobs be union jobs? Will the Center make new jobs available to community members? What has OUSD done to make sure that any new jobs go first to local residents? What skills will be required to obtain any new jobs?
- How will the construction disrupt the neighborhood? What measures will OUSD be taking to minimize disruption to the neighbors? Will there be any environmental hazards associated with the renovation?
- Is the location appropriate for growing food given the concerns around environmental issues, such as air pollution in West Oakland?
- Will the Center reflect the cultural heritage of the neighborhood? Will OUSD allow community members to give input into the curriculum and school lunch menu, or be willing to partner with local community organizations already engaged in work around food education?

OUSD's ability to address community concerns and incorporate community input through effective and direct community engagement may prevent conflict and legal challenges by those who disagree with the OUSD's current plans, and build community strength and pride in the Central Kitchen, Urban Farm, and Education Center.

During community engagement for this initial outreach phase, we will:

- Regularly meet with key OUSD staff beginning the week of October 6
 - Work with OUSD staff on preparation for meetings with internal and external stakeholders (including Special Education program), provide coaching and talking points for engagement as needed.
- Conduct ongoing outreach efforts
 - Draft content for website and determine whether social media is an additional platform worth using
 - Train Youth Ambassadors for door-to-door outreach
 - Draft and distribute of fact sheets and flyers
 - Produce and distribute community updates quarterly, at minimum
 - Convene meetings with key leaders in West Oakland
 - Plan for meetings with key citywide leaders as necessary and appropriate
 - Plan for "Meet and Eat" events (to begin in late January)
- Provide regular updates to all internal parties involved summarizing community input, including legal and facilities departments, as well as the relevant city council members, school board members and members of the Center for Ecoliteracy.
 - Updates will include written analysis to OUSD on November 17, December 15, and January 15
- Create and monitor a project-related email address list-serve and social media posts
- Attend meetings with community stakeholders when possible



- Create a website that explains in plain language the overview of the Center, answers FAQs, and provides updates on the process. The website will include real time documentation of the process, through blogs from the Youth Ambassadors, have the ability to generate e-blasts to those that sign up through the engagement process, and will host an Oakland recipe bank. The recipe bank, to be curated by Bryant Terry, will function as another way in which the engagement process helps to draw out the bountiful knowledge and food heritage of Oakland.

OUSD will provide translation services for all materials and meetings.

Proposed Community Engagement Process and Schedule – Phase 1

October 2014	Meet with OUSD staff as needed, beginning week of October 6, to prepare for outreach and share talking points Initiate analysis of OUSD documents and status of development in preparation for community engagement and subsequent project phases Attend OUSD October 9 and October 13 meetings Begin internal outreach regarding transition of Programs for Exceptional Children to new location Create content for website Plan for West Oakland key leaders meeting
November 2014	Continue as above, and Convene 2 West Oakland key leaders meetings Identify venues for outreach, recruit community hosts for “Meet and Eat” events Recruit and train Youth Ambassadors Finalize outreach materials Website goes live Design outreach materials to capture community opinions and ideas
December 2014	Youth Ambassadors conduct door-to-door outreach (likely with a community partner) Door-to-door outreach, including preparation, monitoring and follow up Plan for “Meet and Eat” events (to begin in late January, early February) Plan for citywide key leaders meeting Analysis of community input to date to OUSD
January 2015	Continue as above, and Analysis of community input to date to OUSD Develop and submit proposed scope of work for period of late-January 2015 through July 2015
Ongoing	Internal and External Team meetings and meeting preparation Internal project management Data collection and analysis of input sent via e-mail, telephone calls and face-to-face meetings Draft 3 status reports summarizing community feedback: November 17, December 15 and January 15 Advise and coach OUSD staff as needed Continue website updates Maintenance of contacts database Respond to e-mail and telephone calls from OUSD staff and community members

This schedule assumes the timely exchange of information and materials approvals from OUSD. Unless otherwise agreed upon, we will expect that 72 hours is sufficient for OUSD to review and approve or comment on communications materials. Although we cannot provide OUSD with a complete list of tasks or a final timeline for completing tasks for Phases 2-4, we anticipate that Phase 2 will continue the community engagement work undertaken in Phase 1. The following chart provides our preliminary plan of community engagement tasks we anticipate completing between now and May of 2015.



Estimated Costs – Phase 1

The scope of the work in Phase 1 will require an estimated average of 15-25 hours per week of consultant time between October 6, 2014 and January 16, 2014. OUSD will be billed for hours worked only and actual expenses. Additional work required by the scope of the project will be billed at \$150/hour. This estimate assumes that OUSD will provide translation of materials and translation services at key community events.

Costs	Rate	Hours	Project total
Consultant Time	150.00	270	40,500.00
Printing – banner, flyers, fact sheets	1,000.00	--	1,000.00
Website & Social Media development	3,000.00	--	3,000.00
Stipends for Youth Ambassadors	2,000.00	--	2,000.00
Meeting materials, childcare, and refreshments (2 key stakeholder meetings, 1 training session for Youth Ambassadors)	1,500.00	--	1,500.00
Total			48,000.00

Payment schedule: Consultant time and expenses will be billed at the end of each month with detailed bills of hours worked, with descriptions of work performed, and actual expenses. Payment is due within 30 days.