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Introduction Date	4-9-2014
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Enactment Date	4-9-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
Jerry Johnson, Risk Management

Board Meeting Date

Subject Independent Consultant Agreement for Professional Services - Keenan & Associates- District-wide Loss Control Services Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Keenan & Associates for Loss Control Services on behalf of the District at the District-wide Loss Control Services Project, in an amount not-to exceed \$71,000.00. The term of this Agreement shall commence on April 9, 2014 and shall conclude no later than June 30, 2015.

Background The District has hired Keenan & Associates to provide Loss Prevention to the Oakland Unified School District.

Local Business Participation Percentage 0.00% (Sole Source)

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Keenan & Associates for Loss Control Services on behalf of the District at the District-wide Loss Control Services Project, in an amount not-to exceed \$71,000.00. The term of this Agreement shall commence on April 9, 2014 and shall conclude no later than June 30, 2015.

Fiscal Impact

Fund 67

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Loss Control Services Agreement

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of February, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and Keenan & Associates ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is for Keenan to provide loss control services ("Services") described in Exhibit A, attached hereto and incorporated herein, during the term of the Agreement.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The contract will commence April 9, 2014 and concludes no later June 30, 2015.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement
 Workers' Compensation Certification
 Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Seventy-one thousand dollars and no cents (\$71,000.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing services for District, except as follows: Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, 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, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable that is created or developed by Consultant in performing the Services provided to District by Consultant in any media whatsoever. District shall, however, remain the owner of the content of any such deliverable and any District data or information that was provided to Consultant for performance of Services.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, If Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) become the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the

Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, than District shall defend, indemnify and hold Consultant harmless from all losses, payments, and expenses incurred by Consultant in resolving such Third Party Demand".

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "Consultant shall notify Oakland Unified School District within three (3) days following its first notice of awareness of any actual or proposed termination or cancellation of, or material change in the required insurance coverage."

- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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 District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's

performing of any portion of the Services.

21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
23. **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.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant: Bettilou T.
Pasquale Assistance Vice
President Keenan &
Associates
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

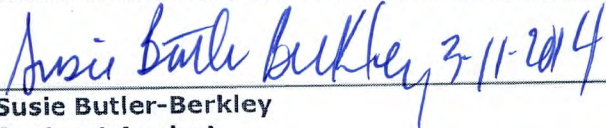
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38.Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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>



Susie Butler-Berkley
Contract Analyst

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President, Board of Education

Date: 4-10-14

Dr. Gary Yee, Acting Superintendent and
Secretary, Board of Education

Date: _____

Jerry Johnson
Risk Manager

Date: _____

KEENAN & ASSOCIATES

Betulou J. Pasquale

2-28-14

APPROVED AS TO FORM:

Catherine Boskoff, Facilities Counsel

Date: 3-12-14

- . -

File ID Number: 14-0536
Introduction Date: 4-9-14
Enactment Number: 14-0598
Enactment Date: 4-9-14
Rv:

Information regarding Consultant:

Consultant: Keenan & Associates 95-2798626
Employer Identification and/or Social Security Number

License #0451271 No.:

Address: 2355 Crenshaw Blvd #500
Jerrance CA 90501

Telephone: 310-212-0363

Facsimile: 310-618-0416

E-Mail: hposquid@keenan.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: California
 Limited Liability Company
 Other: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

2-28-14

Proper Name of Consultant:

Keenan & Associates

Signature:

Beth Pasquale

Print Name:

BETTI PASQUALE

Title:

Assistant V.P. - Loss Control

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: _____

Jirina Caton

Title: _____

Assistant V.P. - Loss Control

The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: _____

2-28-14

Proper Name of Consultant: _____

Keenan & Associates

Signature: _____

Beth Pasquale

Print Name: _____

BETTI PASQUALE

Title: _____

Assistant V.P. - Loss Control

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: _____ 12-28-14
Proper Name of Consultant: _____ Keenan & Associates
Signature: _____ Betti Pasquale
Print Name: _____ BETTI PASQUALE
Title: _____ Assistant V.P. - Loss Control

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Keenan will conduct Property and Liability Safety Inspections and Follow Up Audits for Oakland Unified School District that meet the Northern California ReLIEF (NCR) guidelines. Documentation will be provided in an inspection report that lists hazards identified. The report will also provide a diary system to indicate the individual assigned responsibility for corrective action and the date action was completed.

Keenan's report-writing program provides reports to you in a user-friendly format. The report is Web-based and will be accessible through the P&C Bridge. It can be downloaded into an Excel or PDF file. Viewing options will give you the capability of:

- **Viewing by site** – a list of all sites and building inspected with site-specific findings.
- **Viewing by hazard category** – a list of common hazard types such as housekeeping, chemical storage, signage, lighting etc. The deficiencies will be listed by site and room. This allows you to address one hazard at a time.
- **Viewing by priority** – this will prioritize the hazards found during the inspection process allowing the districts to immediately focus efforts on those issues that are critical.
- **Viewing by general recommendations** – this will provide information on recommendations found to be general throughout the district site.

Areas Inspected

All school sites, District Offices, and Maintenance & Operations facilities will be visually inspected. Also included are adjacent area to the sites for identification of any potential fire, water damage or student injury exposure to the District. A review of member districts recent Property & Liability claim activity will be reviewed with each district prior to the inspection. Areas to be inspected include the following:

Playground Equipment

Keenan will conduct an inspection of general conditions of the playground equipment with particular attention to:

1. Swing chairs.
2. Swing pivot connections.
3. Swing seats.
4. Chains on any other apparatus such as ring sets and climbers, paying particular attention to end links and any other point of pivot or wear.
5. Movable apparatus connection points.
6. Tread surfaces of ladders on slides and any other climbing apparatus.
7. Surfaces of slide bedways, slide rails teter-totter seats, merry-go-round seats or any other surface that children regularly contact on the equipment.
8. Bolts and other fasteners for all connecting points on assembled equipment and checking to be sure bolts are not too long and extend into playing areas.
9. Wood equipment, especially for dry rot, deterioration and splinters.
10. Playground fall protection.

Athletic Equipment

Athletic equipment is similar in nature to playground equipment and will be inspected accordingly. Attention will be given to connections, pivot points, tread surfaces and surfaces that regularly contact the body. Weight equipment cables will be inspected for wear or fraying and equipment joint welds will be checked for cracking.

Facilities Housing Playground & Athletic Equipment

Fields:	Check for conditions of walkways, exposed roots, gopher holds, potholes, broken glass or other debris.
Outside Courts:	Check all surface conditions with attention to potholes, large cracks, raised surfaces and worn areas.
Athletic Fields:	Check for field conditions as noted under the field section. Check the condition of bleachers (seats, walkways side and back rails), player benches, field fencing and backstops.
Swimming Pools:	Check for clearly visible life saving equipment, emergency telephone numbers, pool rules and pool depth markings. Check the conditions of deck walking surfaces, bond beams, and stairs to lifeguard chairs, stairs to dive boards, dive board surfaces, pool fencing and bleachers. Inspect wet area electrical outlets for Ground Fault Interrupters. If the pool is indoors, check the condition of exists and exit lighting.
Gyms:	Check the conditions of exits, exit ways, exit lighting, emergency lighting, bleachers and cables supporting movable basketball hoops.
Multi-Purpose Room:	Same as gym.

Industrial Arts

Inspect all shops with attention to:

1. Machine guarding
2. Exits
3. Housekeeping
4. Storage of flammable liquids
5. Conditions of electrical power cords.
6. Conditions of hand power tools.
7. Electrical equipment and connections
8. Ventilation
9. Fire extinguishers
10. Student/Guest use of personal protective equipment.

Home Economics

Inspect cooking and sewing rooms with attention to:

1. Machinery electric wiring and connections
2. Floor and wall electrical outlets
3. Natural gas connections
4. Dryer venting
5. Accumulation of lint and other combustible debris
6. Cooking exhaust
7. Fire extinguishers

Public Assembly Areas

Inspect multi-purpose rooms, cafeterias, theaters, gyms and other public assembly areas. Include inspection of:

1. Exits
2. Panic hardware
3. Exit lighting
4. Emergency lighting for installation and testing
5. Posting of maximum occupancy signs

Science Labs

Special attention is given to eye protection of students and emergency response equipment such as:

1. Eye wash stations
2. Deluge showers
3. Fire blankets and fire extinguishers

Attention is also focused on overall laboratory conditions such as size and number of students with regard to emergency egress, ventilation-both local and general, etc.

Follow-up Audit

Northern California ReLiEF guidelines require a follow-up audit. Approximately one year after the inspection has been completed and the reports delivered to the member districts, there will be a follow-up audit of the inspection progress. A consultant will visit each district and meet with appropriate personnel to determine the progress being made with regard to the recommended correction actions noted in the inspection report.

Self Inspection

Documentation for self-inspections can be accomplished by the use of inspection check sheets with a space for correction action taken. The inspection will assist the district in developing a self-inspection check sheet that adequately identifies areas that should be inspected by district personnel. This sheet should contain a list of items to be inspected, a rating section for each item inspected (a section for comments) and section to list corrective action taken. The self-inspections should be performed regularly and include:

- Playground & Athletic Equipment
- Facilities Housing Playground & Athletic Equipment
- Public Assembly Areas
- Industrial Arts
- Home Economics
- Science Laboratories
- Common Areas & Grounds

*The goal of Kennan's loss control services is to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of injury, and (iii) provide recommendations and / or suggestions to help mitigate the risks identified. While we are confident that Keenan's loss control services will help you to create a safer environment, we do not suggest that we will be able to identify all risk exposures or that following our recommendations will eliminate all risk of injury or result in improved loss experience.

EXHIBIT "B"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

FEE SUMMARY

Keenan will conduct the above described ReLIEF inspection and Follow Up Audit program for the Oakland Unified School District for a fee of \$71,000.

Fee is due to Keenan as follows:

2013-2014	\$35,500.00
2014-2015	\$35,500.00

Sites to be inspected:

- High Schools
- Elementary Schools
- Middle Schools
- Adult Ed./Continuation Sites
- District Administration / District Office
- Maintenance, Operations and Transportation

Fee includes:

- Professional Time
- Preparation and Scheduling
- Travel Time
- Follow Up Analytical Report
- Clerical Support / Word Processing
- All Expenses Associated with Program

Payment for Services shall be due upon receipt of Keenan's invoice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any lat payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1 ½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower.

EXHIBIT A

EXHIBIT A

Keenan's Services*

Keenan will conduct Property and Liability Safety Inspections and Follow Up Audits for Oakland Unified School District that meet the Northern California ReLiEF (NCR) guidelines. Documentation will be provided in an inspection report that lists hazards identified. The report will also provide a diary system to indicate the individual assigned responsibility for corrective action and the date action was completed.

Keenan's report-writing program provides reports to you in a user-friendly format. The report is Web-based and will be accessible through the P&C Bridge. It can be downloaded into an Excel or PDF file. Viewing options will give you the capability of:

- ◆ **Viewing by site** – a list of all sites and buildings inspected with site-specific findings.
- ◆ **Viewing by hazard category** – a list of common hazard types such as housekeeping, chemical storage, signage, lighting etc. The deficiencies will be listed by site and room. This allows you to address one hazard at a time.
- ◆ **Viewing by priority** – this will prioritize the hazards found during the inspection process allowing the districts to immediately focus efforts on those issues that are critical.
- ◆ **Viewing by general recommendations** – this will provide information on recommendations found to be general throughout the district sites.

Areas Inspected

All school sites, District Offices, and Maintenance & Operations facilities will be visually inspected. Also included are adjacent areas to the sites for identification of any potential fire, water damage or student injury exposure to the District. A review of member districts recent Property & Liability claim activity will be reviewed with each district prior to the inspection. Areas to be inspected include the following:

Playground Equipment

Keenan will conduct an inspection of general conditions of the playground equipment with particular attention to:

1. Swing chairs.
2. Swing pivot connections.
3. Swing seats.
4. Chains on any other apparatus such as ring sets and climbers, paying particular attention to end links and any other point of pivot or wear.
5. Movable apparatus connection points.
6. Tread surfaces of ladders on slides and any other climbing apparatus.



EXHIBIT B

FEE SUMMARY

Keenan will conduct the above described ReLiEF Inspection and Follow Up Audit program for the Oakland Unified School District for a fee of \$71,000.

Fee is due to Keenan as follows:

2013-2014	\$35,500
2014-2015	\$35,500

Sites to be inspected:

- High Schools
- Elementary Schools
- Middle Schools
- Adult Ed./Continuation Sites
- District Administration/District Office
- Maintenance, Operations and Transportation

Fee includes:

- ◆ Professional Time
- ◆ Preparation and Scheduling
- ◆ Travel Time
- ◆ Follow Up Analytical Report
- ◆ Clerical Support/Word Processing
- ◆ All Expenses Associated with Program

Payment for Services shall be due upon receipt of Keenan's invoice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower.



LOSS CONTROL SERVICES AGREEMENT

This **Loss Control Services Agreement** ("Agreement") is made and entered into by and between ("Client") and **Keenan & Associates** ("Keenan"), as of **November 1, 2013** ("Effective Date").

RECITALS

- A. Client maintains a liability insurance program ("Insurer") to protect itself against claims and losses arising out of its day to day operations;
- B. Keenan is a specialty insurance services provider with expertise in providing insurance and loss control related services to California school districts, municipalities, health care providers and their related entities.
- C. Client desires Keenan to perform certain loss control services as a compliment to its Insurance program; and
- D. Keenan desires to provide such loss control services, subject to the terms and conditions described in this Agreement.

AGREEMENT

The parties agree as follows:

1. TERM

The term of this Agreement is from the **Effective Date** through **June 30, 2015** ("Termination Date").

2. KEENAN'S RESPONSIBILITIES AND SCOPE OF SERVICES

- A. Client elects and Keenan shall provide the loss control services ("Services") described in Exhibit A, attached hereto and incorporated herein, during the term of this Agreement.
- B. The Services are intended to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and (iii) offer recommendations and/or suggestions to help mitigate Client's risk of loss. Keenan does not represent that the Services will identify every potential risk or hazard inherent in Client's business activities or existing on Client's premises. We are confident that Keenan's loss control services will help Client to promote a safer environment, but Keenan does not



represent, guaranty or promise that the Services will eliminate all risk of injury or property damage, or result in improved loss experience.

- C. In providing the Services, Keenan shall act in an advisory and consultative capacity. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken.
- D. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- E. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues, and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment and/or operation of the Plans.
- F. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.
- G. Keenan reserves the right to engage independent contractors and/or subcontractors to assist it in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.
- H. The Services provided to Client are non-exclusive and Keenan may provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

- A. Client shall retain all authority and responsibility for the implementation of any suggestions or recommendation made by Keenan as part of the Services.
- B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results



from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.

- C. All information provided to Keenan by Client, in anticipation of or in relation to the Services to be provided by Keenan, shall be complete and accurate, and Keenan may rely upon such information.
- D. Keenan's Loss Control services are not intended to substitute for ongoing inspection and maintenance of Client's facilities. It shall remain Client's responsibility to perform and/or secure standard inspection, maintenance and repair services for its facilities and equipment, including without limitation, any service typically performed by a licensed or certified service professional (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

4. COMPENSATION

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. INSURANCE

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- i. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- ii. General Liability: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- iii. Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. INDEMNIFICATION

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan



harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representative of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Alameda, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the



establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
- i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
 - iv. By the non-breaching party if a breach of this Agreement is not cured within sixty (60) days following receipt of written notice of the breach from the non-breaching party;
 - v. Upon sixty (60) days prior written notice to the other party of its intent not to renew this Agreement.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all Services rendered through the date of termination.

10. **SOLICITATION OF EMPLOYEES**

Throughout the term of this Agreement and for one year following the termination date, Client shall not, without Keenan's prior written approval, solicit or employ directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any then-current Keenan employee, contractor or consultant who performed work for Client under this Agreement.

11. **PROPRIETARY INTERESTS**

Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Services and provided to Client by Keenan in any media whatsoever. Client shall, however, remain the owner of the content of any such deliverable and any Client data or information that was provided to Keenan for the performance of the Services.



Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be used, without the written consent of Keenan, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

- A. Keenan or its affiliates may provide Client or others with other services or insurance coverage not provided in this Agreement and may receive compensation related to such other services which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services.
- B. Keenan and/or its affiliate may provide services for other entities that also provide services to and/or contract with Client's insurance program (e.g., insurers and reinsurers and/or other coverage providers) and to the extent that such services are provided, Keenan will be separately compensated for those services.
- C. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

14. **CONFIDENTIALITY**

- A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term "Confidential Information" includes, without limitation, i) any information or data about a party's business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about Clients employees, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other release, disclose, or disseminate the other party's Confidential Information except as is necessary for the performance of the Services.
- B. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party's Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take



such action as may be necessary to prevent or limit the release of its Confidential Information.

- C. Neither party shall be deemed to be in breach of this Section 14 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

15. GENERAL

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15.B. shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control



of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.

- G. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Oakland Unified School District

Signature: _____
By: _____
Title: _____
Address: 1025 Second Avenue
Oakland CA 94606-2212
Telephone: 510-434-7790
Fax: _____
Attention: _____

Keenan & Associates

Signature: _____
By: Bettilou T. Pasquale
Title: Assistant Vice President
Address: 2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Telephone: 310-212-0363
Fax: 310-618-0416
Attention: Betti Pasquale



1. Exhibit A Services is incomplete. It does not match the Services of the Keenan Proposal. It stops at Playground Equipment item #6. It seems a simple error was made in not including the complete list provided in the Keenan proposal. Exhibit A Services must be corrected to include all proposed services.

2. Section 10.

Section 10, as written, gives the District the right "...to all matters produced..." along with "...all right, title and interest in said matters... to secure and maintain the copyright, trademark and/or patent in the name of the District along with the right to the use of Keenan's name in conjunction with the sale, use, performance and distribution of the matters for any purpose and in any medium. This provision is overly broad to be used for the proposed services. Please consider the following in place of that language:

"Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable that is created or developed by Consultant in performing the Services provided to District by Consultant in any media whatsoever. District shall, however, remain the owner of the content of any such deliverable and any District data or information that was provided to Consultant for the performance of the Services."

3. Section 13. Indemnification.

Keenan prefers mutual indemnification and, more importantly, protection against Third-Party suits brought against Keenan merely due to Keenan's relationship as a Consultant to the District and not due to Keenan's negligence in performing the Services. Please consider the following form of indemnification and language:

"If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then District shall defend, indemnify and hold Consultant harmless from all losses, payments, and expenses incurred by Consultant in resolving such Third-Party Demand."

4. Section 14.2.1 Proof of Carriage of Insurance

This provision requires an endorsement from the carrier on the Certificate of Insurance that specifically states in part "This policy shall not be canceled or reduced in required limits of liability...Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing of the notice." Please be advised that due to a change in the insurance industry, it is no longer possible to agree to this type of language. Carriers will not agree to give 30 days' notice, and it is not possible to obtain a certificate of insurance from insurers with this type of language. This is a uniform position in the industry and Keenan has no control over it. We request that Oakland USD substitute their language with the following:

"Keenan shall notify Oakland USD within three (3) days following its first notice or awareness of any actual or proposed termination or cancellation of, or material change in the required insurance coverage."

Please give consideration to the above change requests as soon as possible, given the time constraints involved in providing the services. I'm of course available to discuss the proposed changes by telephone, and left you a voice mail message earlier today to the effect.

Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then District shall defend, indemnify and hold Consultant harmless from all losses, payments, and expenses incurred by Consultant in resolving such Third-Party Demand."

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Best regards,

Doug

Doug McKibbin
Senior Vice President
P & C Public Agency

Keenan

Innovative Solutions. Enduring Principles.

License No. 0451271

p: 800.338.5247 ext. 5120 | f: 949.369.0324 | c: 949.444.3076

e: dmdkibbin@keenanc.com | w: www.keenanc.com

901 Calle Amanecer, Suite 200 | San Clemente, CA 92673

Please follow us on: [Facebook](#) | [LinkedIn](#) | [Twitter](#)



EUSSE MAILING PARTNER (mailto:keenan@ousd.k12.ca.us)

NCR Inspection Service Contract Approval

7 messages

Doug McKibbin <dmckibbin@keenan.com>

Tue, Feb 25, 2014 at 12:20 PM

To: "susie.berkley@ousd.k12.ca.us" <susie.berkley@ousd.k12.ca.us>

Cc: "Rebecca Cingolani (rebecca.cingolani@ousd.k12.ca.us)" <rebecca.cingolani@ousd.k12.ca.us>, "Jerry Johnson (jerry.johnson@ousd.k12.ca.us)" <jerry.johnson@ousd.k12.ca.us>, Betti Pasquale <BPasquale@keenan.com>, Odessa Johnson <OJohnson@keenan.com>, Kate Storms <kstorms@keenan.com>, Trina Caton <TCaton@keenan.com>, Tara Cooper-Salaiz <TCooper-Salaiz@keenan.com>

Susie,

We've reviewed the proposed OUSD contract form and would appreciate your consideration of the following changes:

1. Exhibit A Services is incomplete. It does not match the Services of the Keenan Proposal. It stops at Playground Equipment item #6. It seems a simple error was made in not including the complete list provided in the Keenan proposal. Exhibit A Services must be corrected to include all proposed services.
2. Section 10.

Section 10, as written, gives the District the right "...to all matters produced..." along with "...all right, title and interest in said matters... to secure and maintain the copyright, trademark and/or patent in the name of the District along with the right to the use of Keenan's name in conjunction with the sale, use, performance and distribution of the matters for any purpose and in any medium. This provision is overly broad to be used for the proposed services. Please consider the following in place of that language:

"Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable that is created or developed by Consultant in performing the Services provided to District by Consultant in any media whatsoever. District shall, however, remain the owner of the content of any such deliverable and any District data or information that was provided to Consultant for the performance of the Services."

3. Section 13. Indemnification.

Keenan prefers mutual indemnification and, more importantly, protection against Third-Party suits brought against Keenan merely due to Keenan's relationship as a Consultant to the District and not due to Keenan's negligence in performing the Services. Please consider the following form of indemnification and language:

"If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the

Keenan**Innovative Solutions. Enduring Principles.**

License No. 0451271

p: 800.338.5247 ext. 5120 | f: 949.369.0324 | c 949.444.3076

e: dmckibbin@keenan.com | w: www.keenan.com

901 Calle Amanecer, Suite 200 | San Clemente, CA 92673

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From: Susie Berkley [mailto:susie.berkley@ousd.k12.ca.us]**Sent:** Tuesday, February 25, 2014 2:40 PM**To:** Doug McKibbin**Cc:** Rebecca Cingolani (rebecca.cingolani@ousd.k12.ca.us); Jerry Johnson (jerry.johnson@ousd.k12.ca.us); Betti Pasquale; Odessa Johnson; Kate Storms; Trina Caton; Tara Cooper-Salaiz**Subject:** Re: NCR Inspection Service Contract Approval

[Quoted text hidden]

[Quoted text hidden]

Susie Berkley <susie.berkley@ousd.k12.ca.us>To: Cate Boskoff <cboskoff@ohslegal.com>

Tue, Feb 25, 2014 at 2:42 PM

Cate:

Please take a look at Keenan's comments above and tell me if I can change the terms. Thank you.

[Quoted text hidden]

—

Susie Butler-Berkley

Contract Analyst

Division of Facilities, Planning and Management

Oakland Unified School District

955 High Street

Oakland, CA 94601

Office: (510) 535-7079

Fax: (510) 535-7082

Email: susie.berkley@ousd.k12.ca.us

Susie Berkley <susie.berkley@ousd.k12.ca.us>

Tue, Feb 25, 2014 at 2:44 PM

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Susie Berkley <susie.berkley@ousd.k12.ca.us>

Tue, Feb 25, 2014 at 2:40 PM

To: Doug McKibbin <dmckibbin@keenan.com>

Cc: "Rebecca Cingolani (rebecca.cingolani@ousd.k12.ca.us)" <rebecca.cingolani@ousd.k12.ca.us>, "Jerry Johnson (jerry.johnson@ousd.k12.ca.us)" <jerry.johnson@ousd.k12.ca.us>, Betti Pasquale <BPasquale@keenan.com>, Odessa Johnson <OJohnson@keenan.com>, Kate Storms <kstorms@keenan.com>, Trina Caton <TCaton@keenan.com>, Tara Cooper-Salaiz <TCooper-Salaiz@keenan.com>

Doug:

I will add the omitted paragraphs.

[Quoted text hidden]

—

Susie Butler-Berkley

Contract Analyst

Division of Facilities, Planning and Management

Oakland Unified School District

955 High Street

Oakland, CA 94601

Office: (510) 535-7079

Fax: (510) 535-7082

Email: susie.berkley@ousd.k12.ca.us

Doug McKibbin <dmckibbin@keenan.com>

Tue, Feb 25, 2014 at 2:42 PM

To: Susie Berkley <susie.berkley@ousd.k12.ca.us>

Cc: "Rebecca Cingolani (rebecca.cingolani@ousd.k12.ca.us)" <rebecca.cingolani@ousd.k12.ca.us>, "Jerry Johnson (jerry.johnson@ousd.k12.ca.us)" <jerry.johnson@ousd.k12.ca.us>, Betti Pasquale <BPasquale@keenan.com>, Odessa Johnson <OJohnson@keenan.com>, Kate Storms <kstorms@keenan.com>, Trina Caton <TCaton@keenan.com>, Tara Cooper-Salaiz <TCooper-Salaiz@keenan.com>

Susie,

Great, thanks. How about the other requested changes?

Doug

Doug McKibbin

Senior Vice President

P & C Public Agency

From: Susie Berkley [mailto:susie.berkley@ousd.k12.ca.us]

Sent: Tuesday, February 25, 2014 2:44 PM

To: Doug McKibbin; Cate Boskoff

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Cate Boskoff <cboskoff@ohslegal.com>
To: Susie Berkley <susie.berkley@ousd.k12.ca.us>

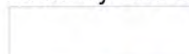
Wed, Feb 26, 2014 at 8:01 AM

Hi Susie: I am good with Doug's suggested changes, except for the following further modification in bold italics below. (You can change the text of the word reasonable back to regular, I just couldn't highlight change on my iPad).

"If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then District shall defend, indemnify and hold Consultant harmless from all losses, payments, and expenses ***reasonably*** incurred by Consultant in resolving such Third-Party Demand."

Cate

Catherine G. Boskoff
Attorney and Counselor at Law



cboskoff@ohslegal.com

Main: (510) 999-7908

Cell: (415) 359-8497

Direct: (510) 379-4092

1 Kaiser Plaza, Ste. 1485

Oakland, CA 94612

1901 Avenue of the Stars, Ste. 575

Los Angeles, CA 90067

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[Quoted text hidden]

To: Doug McKibbin <dmckibbin@keenan.com>, Cate Boskoff <cboskoff@ohslegal.com>
Cc: "Rebecca Cingolani (rebecca.cingolani@ousd.k12.ca.us)" <rebecca.cingolani@ousd.k12.ca.us>, "Jerry Johnson (jerry.johnson@ousd.k12.ca.us)" <jerry.johnson@ousd.k12.ca.us>, Betti Pasquale <BPasquale@keenan.com>, Odessa Johnson <OJohnson@keenan.com>, Kate Storms <kstorms@keenan.com>, Trina Caton <TCaton@keenan.com>, Tara Cooper-Salaiz <TCooper-Salaiz@keenan.com>

Doug:

Our Legal Counsel will take a look at the proposed changes and get back to me.

[Quoted text hidden]

Doug McKibbin <dmckibbin@keenan.com>
To: Susie Berkley <susie.berkley@ousd.k12.ca.us>

Tue, Feb 25, 2014 at 3:31 PM

Thanks, Susie

Best,

Doug

Doug McKibbin

Senior Vice President

P & C Public Agency

Keenan

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6. Conditions of hand power tools
7. Electrical equipment and connections
8. Ventilation
9. Fire extinguishers
10. Student/Guest use of personal protective equipment

Home Economics

Inspect cooking and sewing rooms with attention to:

1. Machinery electrical wiring and connections
2. Floor and wall electrical outlets
3. Natural gas connections
4. Dryer venting
5. Accumulation of lint and other combustible debris
6. Cooking exhaust
7. Fire extinguishers

Public Assembly Areas

Inspect multi-purpose rooms, cafeterias, theaters, gyms and other public assembly areas. Include inspection of:

1. Exits
2. Panic hardware
3. Exit lighting
4. Emergency lighting for installation and testing
5. Posting of maximum occupancy signs

Science Labs

Special attention is given to eye protection for students and emergency response equipment such as:

1. Eye wash stations
2. Deluge showers
3. Fire blankets and fire extinguishers

Attention is also focused on overall laboratory conditions such as size and number of students with regard to emergency egress, ventilation-both local and general, etc.

Follow-up Audit

Northern California ReLIEF guidelines require a follow-up audit. Approximately one year after the inspection has been completed and the reports delivered to the member districts, there will be a follow-up audit of the inspection progress. A consultant will visit each district and meet with appropriate personnel to determine the progress being made with regard to the recommended corrective actions noted in the inspection report.



Self-Inspection

Documentation for self-inspections can be accomplished by the use of inspection check sheets with a space for corrective action taken. The inspection will assist the district in developing a self-inspection check sheet that adequately identifies areas that should be inspected by district personnel. This sheet should contain a list of items to be inspected, a rating section for each item inspected (a section for comments) and section to list corrective action taken. The self-inspections should be performed regularly and include:

- Playground & Athletic Equipment
- Facilities Housing Playground & Athletic Equipment
- Public Assembly Areas
- Industrial Arts
- Home Economics
- Science Laboratories
- Common Areas & Grounds

*The goal of Keenan's loss control services is to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of injury, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. While we are confident that Keenan's loss control services will help you to create a safer environment, we do not suggest that we will be able to identify all risk exposures or that following our recommendations will eliminate all risk of injury or result in improved loss experience.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keenan & Associates 2355 Crenshaw Blvd., Suite 200 Torrance, CA 90501 www.keenan.com 0451271	CONTACT NAME:	
	PHONE (A/C, No., Ext): 310-212-0363	FAX (A/C, No.): 310-212-0363
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Co.		16535
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 19376108

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5896463-01	10/16/2013	10/16/2014	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 955 High Street
 Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Stephens

ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: KEENA&AS

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Keenan & Associates		NAMED INSURED Keenan & Associates PO Box 4328 2355 Crenshaw Blvd., Suite 200 Torrance CA 90501	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (01/14)

CERTIFICATE HOLDER: Oakland Unified School District
ADDRESS: 955 High Street Oakland CA 94601

Default Attachment

Liability Insurance

Endorsement

Policy Period	APRIL 1, 2013 TO APRIL 1, 2014
Effective Date	April 1, 2013
Policy Number	3579-60-32LAO
Insured	KEENAN & ASSOCIATES
Name of Company	FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or
Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

damages arising out of their sole negligence.

Schedule

Oakland United School District
955 High Street
Oakland, Ca 94601

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

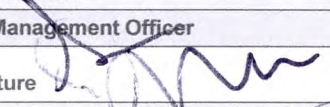
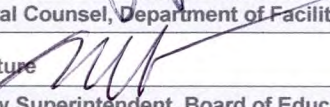
Project Information			
Project Name	Loss Control Services Agreement	Site	District-wide
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Keenan & Associates	Agency's Contact	Bettilou Pasquale				
OUSD Vendor ID #		Title	Project Manager				
Street Address	2355 Crenshaw Blvd., Suite 200	City	Torrance	State	CA	Zip	90501
Telephone	310-212-0363	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes XNo				
OUSD Project #	NA						

Term			
Date Work Will Begin	4-9-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$71,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
0000	Self Insurance Fund 67	987915860	5826	\$71,000.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Risk Management Officer			
	Signature 	Date Approved	3/14/2014	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	3-12-14	
3.	Deputy Superintendent, Board of Education			
	Signature 	Date Approved	3/15/16	
	President, Board of Education			
4.	Signature	Date Approved		