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| File ID Number | 16-1170 |
| Introduction Date | 6/08/16 |
| Enactment Number | 16-0911 |
| Enactment Date | 6-8-16ef |



Memo

To Board of Education
From Jacqueline P. Minor, General Counsel
Board Meeting Date June 8, 2016
Subject Professional Services Contract – THE LEW EDWARDS GROUP

Action Requested **RATIFICATION BY THE BOARD OF EDUCATION OF THE AGREEMENT FOR CONSULTING SERVICES WITH THE LEW EDWARDS GROUP TO SUPPORT DETERMINATION OF POTENTIAL PARCEL TAX FOR NOVEMBER 2016**

Background and Discussion This is a short term contract for The Lew Edwards Group to provide strategic advice and support to the District in finalizing the call for election documents for the November 2016 Parcel Tax Election.

Recommendation **RATIFICATION BY THE BOARD OF EDUCATION OF THE AGREEMENT FOR CONSULTING SERVICES WITH THE LEW EDWARDS GROUP TO SUPPORT DETERMINATION OF POTENTIAL PARCEL TAX FOR NOVEMBER 2016**

Fiscal Impact Not to exceed an additional \$10,000

Attachments

- Agreement



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$ _____

Approved by: _____

Is Vendor a local Oakland business? Yes ___ No ___

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ___ No ___

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



AGREEMENT FOR SCHOOL DISTRICT CONSULTING SERVICES

This Agreement is made between The Lew Edwards Group, a California Corporation ("Consultant"), and the Oakland Unified School District ("Client"). The parties agree as follows:

1. Services to be Performed.

Consultant shall, with consultation from Client, provide the following services:

- (a) review existing public opinion research and confer with Bregman Associates;
- (b) as needed, add value to the development of additional survey research;
- (c) review and comment on draft ballot language and provide strategic recommendations to District Counsel;
- (d) confer with District leadership as needed; attend stakeholder or planning meetings and/or teleconferences; provide strategic guidance and perspectives to stakeholders; and
- (e) provide ongoing strategic advice to the District on an as needed basis.

The parties expressly agree that legal advice or services are not within the scope of this Agreement.

2. Fees.

Consultant's fee for its services shall not exceed Ten Thousand Dollars (\$10,000), payable upon invoice by Consultant as follows: Two Thousand, Five Hundred Dollars (\$2,500) on May 31st, 2016; Five Thousand Dollars (\$5,000) on June 30, 2016; and Two Thousand, Five Hundred Dollars (\$2,500) on July 29th 2016.

Should Client need to suspend its planning, Consultant shall be paid through project ending date. The amount payable to Consultant shall be calculated by prorating its fee of Ten Thousand Dollars (\$10,000) from May 15, 2016 through July 29th, 2016.

3. Simultaneous Services by Consultant to Other Clients.

Client acknowledges its understanding that Consultant is engaged in bond/parcel tax feasibility, government affairs, and ballot measure preparation consulting, and during the performance of this

Agreement Consultant will be actively involved in furnishing services similar to those provided by this contract for other clients. Consultant shall not be limited in any way in performing services for other clients that do not prevent it from discharging its obligations under this Agreement.

4. Due Diligence and Lack of Warranty.

Consultant shall exercise due diligence and its best efforts in performing the services required by this Agreement. Consultant makes no warranty, express or implied, as to the results of the services provided.

5. Indemnification.

With the exception of any action that one party may have against the other for harm caused to the other party arising from the willful misconduct or gross negligence of the other, the parties shall otherwise hold one another, their respective agents and employees, harmless from any and all liability arising from or related to the performance of this Agreement, including third party legal actions caused by the acts or omissions of either party, their respective agents or employees.

6. Effect of Waiver.

The failure of one party to insist on strict compliance by another with any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

7. Notice.

All notices, requests, demands or other communications under this Agreement shall be in writing. Notices shall be sufficiently given for all purposes as follows: Personal Delivery; First-Class Mail; Certified Mail; Overnight Delivery.

8. Severability

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

9. Entire Agreement.

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. No other agreement, statement or promise not contained herein shall be valid or binding. If the parties mutually agree to make subsequent

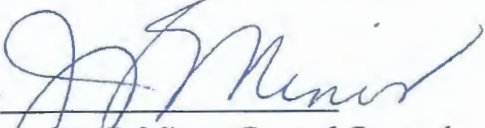
amendments to this Agreement, all such amendments must be in writing and executed by the parties to be valid or binding.

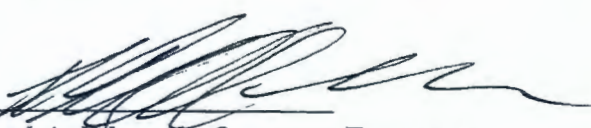
Dated: 6/8/16


Dated: 5/26/16


OAKLAND UNIFIED SCHOOL DISTRICT

THE LEW EDWARDS GROUP

By 
Jacqueline P. Minor, General Counsel
Office of the General Counsel, OUSD
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By 
Lloyd A. Edwards, Secretary-Treasurer
PO Box 21215, Oakland, CA 94620


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education

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