

Board Office Use: Legislative File Info.	
File ID Number	13-1045
Introduction Date	6/12/13
Enactment Number	13-1064
Enactment Date	6/12/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D. Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 6/12/13
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 3
K Street Consulting Sacramento CA (Contractor, City/State) -
Superintendent's Office (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and K Street Consulting. Services to be primarily provided to Superintendent's Office for the period of 05/01/2013 through 06/30/2013, in an amount not to exceed \$ 10,000.00.

Background
A one paragraph explanation of why an amendment is needed. During the 2011-12 school year, K Street Consulting provided many legislative services (see below) to the Board of Education, Superintendent, and Cabinet. The agreement is being extended for the remainder of 2012-13 school year and a portion of the 2013-14 school year and all terms of the original contract will remain in effect.

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

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and K Street Consulting. Services to be primarily provided to Superintendent's Office for the period of 05/01/2013 through 06/30/2013, in an amount not to exceed \$ 10,000.00.

Fiscal Impact Funding resource name (please spell out) General Purpose
not to exceed \$ 10,000.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	13-1045
Introduction Date	6/12/13
Enactment Number	13-1064
Enactment Date	6/12/13 22

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

By Enactment 11-2307 on October 26 2011, the Board of Education approved Amendment to the professional services agreement between GOVERNMENTAL SOLUTIONS GROUP, LLC, ALSO KNOWN AS K STREET CONSULTING (hereinafter "CONSULTANT" or "CONTRACTOR") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for CONSULTANT to, among other things, provide support to the District by monitoring and identifying key state policy and budget issues, conducting bill analyses, and providing legislative representation of the District (the "Agreement"). The Parties hereby agree to further amend said Agreement as follows:

Paragraph 1 Terms of Agreement is modified as follows:

This Amendment shall become effective May 1, 2013 through June 30, 2013. The Agreement may be further amended by written mutual agreement of the parties.

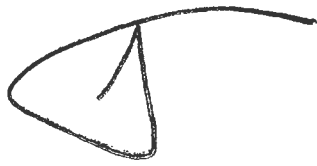
1. Except as expressly provided above, the Agreement is unchanged.
2. This Amendment to the Agreement between the CONSULTANT and the District constitutes the entire understanding and agreement between the Parties.
3. All understandings, agreements, covenants, and representations express or implied, oral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

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

Sandra L. Vargas

 K Street Consulting

Date: 4/9/13



President, Board of Education
Oakland Unified School District

Date: 6/13/13

[Signature]
Secretary, Board of Education
Oakland Unified School District

Date: 6/13/13

Approved as to Form

[Signature]
Jacqueline P. Minor
General Counsel
Oakland Unified School District

Date: 3/12/2013

File ID Number: 13-1045
Introduction Date: 6/12/13
Enactment Number: 13-1064
Enactment Date: 6/12/13
By: AS

AMENDMENT ROUTING FORM

2012-2013

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 3

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form <input type="checkbox"/> Amended Scope of work (Be specific as to what additional work is being done by this consultant.) <input type="checkbox"/> A Board Approved copy of the original contract and any prior Amendments.
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OUSD Staff Contact Emails about this contract should be sent to: (Required)

Contractor Information

Contractor Name	K Street Consulting	Agency's Contact	Sandra Vargas		
OUSD Vendor ID #	1005349	Title			
Street Address	1107 9th Street #1005	City	Sacramento	State	CA Zip 95814
Telephone		Email			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 45,000.00	Original PO Number	P1304121		
Amended Amount	\$ 10,000.00	New Requisition #	R0319507		
New Total Contract Amount	\$ 55,000.00	Start Date	05/01/2013	End Date	06/30/2013
Pay Rate Per Hour (Required)		Number of Hours (Required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
000	General Purpos	9991110101	5825	\$ 10,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

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

1.	Site Administrator or Manager	Name	Laura Goin	Phone	5104347790	Fax	
	Site / Department	Superintendent's Office					
	Signature	<i>Laura Goin</i>				Date Approved	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature					Date Approved	
	Signature					Date Approved	
3.	Regional or Executive Officer						
	Signature					Date Approved	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000						
	Signature					Date Approved	
5.	Superintendent or Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved				Denied - Reason	Date
Procurement	Date Received				PO Number	P1304121	



Board Office Use: Legislative File Info.	
File ID Number	12-3243
Introduction Date	Jan 9, 2013
Enactment Number	13-0118
Enactment Date	1-9-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date
(To be completed by Procurement)
 Jan 9, 2013

Subject Professional Services Contract -
 K Street Consulting Sacramento CA (contractor, City State)
 Central Office, Room 301 (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and K Street Consulting. Services to be primarily provided to Central Office, Room 301 for the period of 07/01/2012 through 03/31/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 During the 2011-12 school year, K Street Consulting provided many legislative services (see below) to the Board of Education, Superintendent, and Cabinet. The agreement is being extended for a portion of the 2012-13 school year and all terms of the original contract will remain in effect.

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

Recommendation Ratification of professional services contract between Oakland Unified School District and K Street Consulting. Services to be primarily provided to Central Office, Room 301 for the period of 07/01/2012 through 03/31/2013.

Fiscal Impact Funding resource name (please spell out) General Purpose not to exceed \$45,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	12-3243
Introduction Date	Jan 9, 2013
Enactment Number	13-0118
Enactment Date	1-9-13

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

By Enactment 11-2307 on October 26 2011, the Board of Education approved Amendment to the professional services agreement between GOVERNMENTAL SOLUTIONS GROUP, LLC, ALSO KNOWN AS K STREET CONSULTING (hereinafter "CONSULTANT" or "CONTRACTOR") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for CONSULTANT to, among other things, provide support to the District by monitoring and identifying key state policy and budget issues, conducting bill analyses, and providing legislative representation of the District (the "Agreement"). The Parties hereby agree to further amend said Agreement as follows:

Paragraph 1 Terms of Agreement is modified as follows:

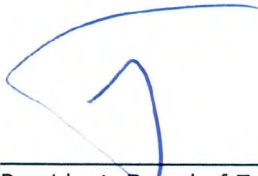
This Amendment shall become effective July 1, 2012 through March 31, 2013. The Agreement may be further amended by written mutual agreement of the parties.

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

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

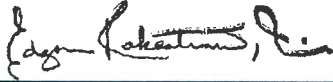
Sandra L. Vargas
K Street Consulting

Date: 11-14-12



President, Board of Education
Oakland Unified School District

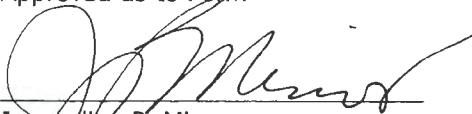
Date: 11/7/13



Secretary, Board of Education
Oakland Unified School District

Date: 11/7/13

Approved as to Form



Jacqueline P. Minor
General Counsel
Oakland Unified School District

Date: _____

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
www.epls.gov/epls/search.do.

File ID Number: 12-3243
Introduction Date: 1-9-13
Enactment Number: 13-0118
Enactment Date: 1-9-13
By: _____

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

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

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

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epis.gov/epis/search.do)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to: (required)* Laura Gavin @ OUSD

Contractor Information

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

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2012	Date work will end	03/31/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0000	General Purpose	9991110101	5825	\$ 45,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0309196		Total Contract Amount	\$ 45,000.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Tony Smith	Phone	(510) 273-3200
	Site / Department	Central Office, Room 301	Fax	(510) 273-3220	
	Signature			Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature			Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason	Date	
Procurement	Date Received		PO Number	P1304121	

2372

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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

7 *students*

Memo

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

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

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

Action Requested Ratification of a professional services contract between Oakland Unified School District and K Street Consulting. Services to be primarily provided to _____ for the period of 07/01/2011 through 08/30/2012.

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

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

Recommendation Ratification of professional services contract between Oakland Unified School District and K Street Consulting. Services to be primarily provided to _____ for the period of 07/01/2011 through 08/30/2012.

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

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

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

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

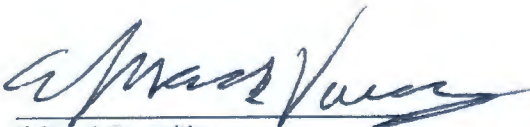
By Resolution 10-2146 enacted on November 17, 2010, the Board of Education approved a professional services agreement between GOVERNMENTAL SOLUTIONS GROUP, LLC, ALSO KNOWN AS K STREET CONSULTING (hereinafter "CONSULTANT" or "CONTRACTOR") and the Oakland Unified School District (hereinafter "the District"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

Paragraph 1 Terms of Agreement is modified as follows:

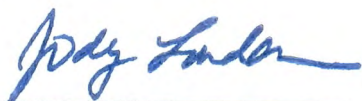
This Amendment shall become effective July 1, 2011 through June 30, 2012 and shall be terminated on September 30, 2012. The Agreement may be further amended for one additional fiscal year (2012-13) by mutual agreement of the parties.

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

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


 K Street Consulting
 Affack Vargas

Date: 8-31-11



President, Board of Education
Oakland Unified School District

Date: 10/27/11



Secretary, Board of Education
Oakland Unified School District


Date: 10/27/11

Approved as to Form



Jacqueline P. Minor
General Counsel
Oakland Unified School District

Date: 9/1/2011


Superintendent
Tony Smith, Ph D

Date: 10/26/11

File ID Number: 11-270-5
Introduction Date: 10-17-11
Enactment Number: 11-2307
Enactment Date: 10-26-11
By: ds

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

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

Board Meeting Date
(To be completed by Procurement)

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

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

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

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

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

Attachments

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

AGREEMENT BETWEEN GOVERNMENTAL SOLUTIONS GROUP, LLC

And

OAKLAND UNIFIED SCHOOL DISTRICT

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

RECITALS

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

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

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

1. Terms of Agreement.

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

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

3. Description of Services.

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

4. Compensation.

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

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

6. Mutual Indemnification of Contractor / Client.

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

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

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

7. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT, EXCLUDING THE RIGHT OF THE CONTRACTOR TO COLLECT ALL FEES AND MONIES DUE TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.

8. Proprietary Information.

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

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

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

10. Notices to the Parties.

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

To: **Governmental Solutions Group, LLC**

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

To: **Oakland Unified School District**

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

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

12. Modification of Agreement.

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

13. [This Paragraph is intentionally left blank]

11/14/10R

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

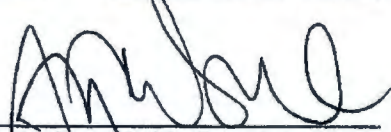
**Contractor: Governmental Solutions Group, LLC
K Street Consulting, LLC**

A handwritten signature in black ink, appearing to read "Van B".

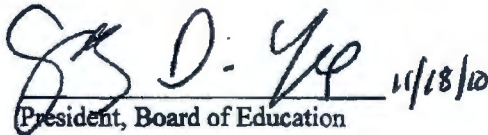
Signature

Date: September 8, 2010

Client: **Oakland Unified School District**



Dr. Anthony Smith, Superintendent
Oakland Unified School District

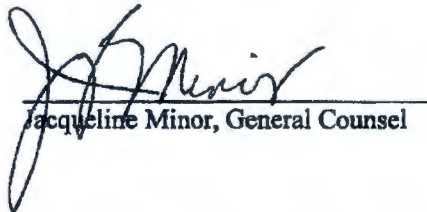
 11/18/10

President, Board of Education

 11/18/10

Secretary, Board of Education

Approved As to Form


Jacqueline Minor, General Counsel

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

11/14/10R

APPENDIX "A"

Description of Services for Oakland Unified School District

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

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

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

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

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

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