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| Board Office Use: Legislative File Info. |            |
| File ID Number                           | 15-2317    |
| Introduction Date                        | 12/02/2015 |
| Enactment Number                         | 15-1877    |
| Enactment Date                           | 12/2/15    |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Hitesh Haria, COO  
Jacqueline P. Minor, General Counsel

**Board Meeting Date** December 2, 2015

**Subject** **Amendment No. 1 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

**Action Requested** **Approval of Amendment No. 1 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

## Background and Discussion

On April 15, 2015, the Board ratified an Agreement with Heather Imboden, to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project. The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects. By this Amendment No 1, the Agreement is amended as follows:

1. The name of the dba is changed to Communities in Collaboration, LLC.
2. The contract amount is being increased by an additional \$42,000.
3. The term of the Agreement is extended to December 1, 2015 to December 31, 2016.
4. The scope of services is being modified to include:
  - a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
  - b. Continued engagement with Glenview's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
  - c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

**Recommendation** **Approval of Amendment No. 1 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

**Fiscal Impact** Funding resource name: Measure J – additional \$42,000

**Attachments** • Amendment No. 1

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**AMENDMENT NO. 1  
AGREEMENT  
Between  
Oakland Unified School District  
And  
Heather Imboden, dba Communities in Collaboration, LLC**

By Enactment No 15-0465 approved by the Board of Education on April 15, 2015, the Board ratified an Agreement with Heather Imboden, dba Niam Consulting, LLC ("Consultant") to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project. The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects. By this Amendment No 1, the Agreement is amended as follows:

1. The name of the dba is changed to Communities in Collaboration, LLC
2. The contract amount is being increased by an additional \$42,000.
3. The term of the Agreement is December 1, 2015 to December 31, 2016.
4. The scope of services is being modified to include:
  - a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
  - b. Continued engagement with Glenview's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
  - c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

5. Effective immediately, Consultant shall send the invoices by email for payment to


Jacqueline.minor@ousd.k12.ca.us

Who will approve the invoices and forward them to Michael Ezech for the District Facilities Department for processing and payment.

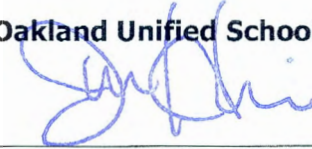
Except as expressly provided above, the Agreement is unchanged. All other provisions of the Agreement shall remain unchanged and in full force and effect as originally stated.

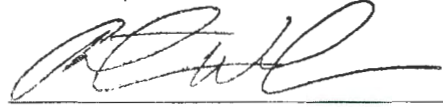
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment No. 1 to the Agreement.

**Communities in Collaboration,  
LLC**

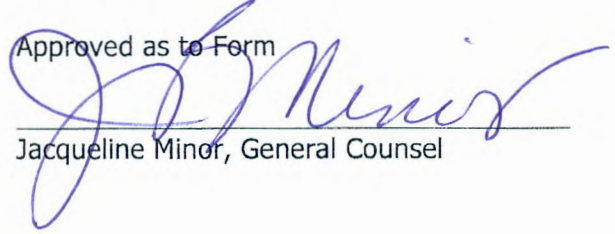
  
\_\_\_\_\_  
Heather Imboden

**Oakland Unified School District**

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Superintendent and Secretary, Board of  
Education

Approved as to Form

  
\_\_\_\_\_  
Jacqueline Minor, General Counsel

File ID Number: 15-2317  
Introduction Date: 12/2/15  
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By: 02

## Contract Extension Rationale

The scope of work for communications and engagement under this contract has expanded to include:

- a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
- b. Continued engagement with Glenview Elementary's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
- c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

## Scope of Work for Contract Extension

In addition to duties outlined in the original contract, the scope of work for this contract will be extended to include:

- As needed communications and outreach regarding busing logistics, which may include:
  - Communications and meetings with possible bus stop location owners.
  - Communications and meetings with neighbors (and others impacted by traffic implications) of possible bus stop locations.
  - Communications and meetings with parent groups to understand needs and possible solutions for meeting parent concerns around busing
- Continued communications, outreach, and meetings with neighbors as demolition and construction begin, which may include:
  - Intensive communications about construction and demolition schedules and impact mitigation
  - Ongoing meetings with neighbors to answer questions and address concerns about construction impacts
  - Formation of an ad hoc neighbor committee to create regular outlets for the above
- Continued communications, outreach, and meetings with immediate upper yard neighbors regarding access to yards for surveys and condition documentation and discussion of possible neighbor impacts.

The scope of work outlined in this extension is for the completion of **Phase 1 and Phase 2**, for the time frame of December 1, 2015 to December 31, 2016.



Contract Extension  
Community Engagement and Communications for the Glenview Project

## Estimated Costs for Additional Scope of Work

The scope of this project will require an estimated average of 4 hours per week of consultant time between December 1, 2015 and December 31, 2016. In addition, a program associate will provide occasional support for event coordination and other activities. Some periods, such as the period just prior to Glenview's move and groundbreaking may be more active than others. OUSD will be billed for hours worked and actual expenses only. Additional work required by changes to the scope of the project will be billed at \$150/hour.

| Costs   | Rate     | Hours | Project total |
|---|----------|-------|---------------|
| Senior Consultant time                              | 150.00   | 225   | 33,750.00     |
| Project Associate time                              | 75.00    | 50    | 3,750.00      |
| Printing –flyers and other communications materials | 500.00   |       | 500.00        |
| Website updates and maintenance                     | 2,000.00 |       | 2,000.00      |
| Materials translation and meeting translation       | 0.00     | 0     | 0.00          |
| Meeting materials, childcare, and refreshments      | 2,000.00 |       | 2,000.00      |
| Total   |          |       | 42,000.00     |

This estimate assumes that OUSD will provide any translation of materials and translations services needed for key community events and communications.

**Payment schedule:** Consultant time and expenses will be billed at the end of each month. Payment is due within 30 days.

## Project Contact

All correspondence regarding this contract and extension may be directed to:

Heather Imboden, Principal  
Communities in Collaboration, LLC  
2323 Broadway, Oakland, CA 94612  
510.684.6710 | [heather@communitiesincollaboration.com](mailto:heather@communitiesincollaboration.com)

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| Board Office Use: Legislative File Info. |                   |
| File ID Number                           | 15-0654           |
| Introduction Date                        | 4/15/2015         |
| Enactment Number                         | 15-0465           |
| Enactment Date                           | 4-15-15 <i>ll</i> |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education  
From Jacqueline Minor, General Counsel  
Board Meeting Date April 15, 2015  
Subject **Agreement with Heather Imboden, dba Niam Group**

Action Requested **Ratification by the Board of Education of the Agreement with Heather Imboden, dba Niam Group.**

Background Board Policy 7155, Community Engagement for Facility Projects, requires community engagement, planning and collaboration for District capital projects. Heather Imboden, dba Niam Group, is being retained to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project – Phase 2.

Discussion The term of this agreement is March 1, 2015 to September 30, 2016 and may be extended for an additional year by written agreement of both parties, the cost is not to exceed \$55,200, and the community engagement activities necessary for final agency and regulatory approval of the construction plans and transition planning for the school community for the move to Santa Fe [Glenview at Santa Fe] for the 2016-17 school year.

Recommendation Ratification by the Board of Education of the Agreement with Heather Imboden dba Niam Group

Fiscal Impact Measure J, not to exceed \$55,200

Attachments • Agreement

## **AGREEMENT**

**Between**

**Oakland Unified School District**

**And**

**The NIAM Group, LLC, for Professional Services**

This Agreement, effective as of **March 1, 2015**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **The NIAM Group, ("Consultant")**.

### **1. SCOPE OF SERVICES**

Consultant is being retained to continue to develop and support the successful implementation of the community engagement plan for the Glenview Elementary School Construction Project. The design, phasing and implementation of the engagement strategy is attached hereto and incorporated herein as **Exhibit A** and is called "A Proposal for Community Based Engagement and Communications for Glenview Elementary Construction Project – Phase 2." The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects.

### **2. TERMS AND CONDITIONS**

- 2.1 **Term of Agreement.** The term of this agreement shall be March 1, 2015 to September 30, 2016 and may be extended for an additional year by written agreement of both parties.
- 2.2 **Fees.**  
The cost of the Phase 2 of the Community Engagement is approximately \$55,200 as outlined in Exhibit A. The District has allocated \$55,200 for community engagement for the Glenview Project – Phase 2.
- 2.3 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less sixty (60) days written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. Upon any termination of this Agreement, CONSULTANT shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD.
- 2.4 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 2.5 **Conflict of Interest.** CONSULTANT affirms to the best of her knowledge, there exists no actual or potential conflict of interest between CONSULTANT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 2.6 **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 2.7 **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CONSULTANT shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONSULTANT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy.
- 2.8 **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 3. AREAS OF AUTHORITY**
- 3.1 **Independent Contractor.** This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that she is not an officer, employee, agent, partner, or joint venture of OUSD, and is not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 3.2 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 3.3 **Ownership of Documents.** All documents created by CONSULTANT pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.



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

## 5. **BILLING**

- a. Bills for CONSULTANT fees and expenses should be submitted and monthly to unless otherwise agreed. Bills or invoices mailed or hand delivered to:
- Michael Ezech  
Facilities Planning and Management  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601
- And a copy emailed to  
Jacqueline.minor@ousd.k12.ca.us
- b. The District will not pay for amounts not reflected on bills or invoices.

**6. ENTIRE AGREEMENT**

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

**7. SEVERABILITY**

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

**8. EXCLUDED PARTIES**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

The parties hereto agreed to be bound and this Agreement is effective on the day first mentioned above.



Heather Imboden, Principal, The NIAM Group, Consultant



Mia Settles-Tidwell, Chief Operations Officer

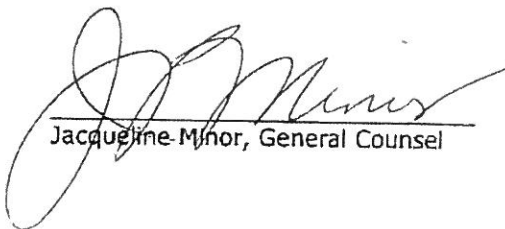


President, Board of Education  
Oakland Unified School District



Superintendent and Secretary, Board of Education  
Oakland Unified School District

Approved As to Form



Jacqueline Minor, General Counsel

File ID Number: 15-0654  
Introduction Date: 4/15/15  
Enactment Number: 15-0465  
Enactment Date: 4/15/15  
By: en



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

**Legislative File ID No.** 15-2317

**Department:** Legal/Operations

**Vendor Name:** Heather Imboden

**Contract Term:** Start Date: 12/01/2015 End Date: 12/31//2016

**Annual Cost:** \$ 42,000.00

**Approved by:** General Counsel

**Is Vendor a local Oakland business?** Yes ☒ No ☐

**Why was this Vendor selected?**

The vendor is the current community engagement consultant for the Glenview Project.

**Summarize the services this Vendor will be providing.**

The scope of services is being modified to include:

- a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
- b. Continued engagement with Glenview's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
- c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The vendor's costs are in alignment with community engagement costs for other projects and prior billing is efficient and cost effective.

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** N/A