

Board Office Use: Legislative File Info.	
File ID Number	16-2544
Introduction Date	11/30/2016
Enactment Number	16-1851
Enactment Date	11/30/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
From Vernon Hal, Senior Business Officer
Board Meeting Date November 30, 2016
Subject Executives on Loan Agreement between Urban Strategies Council and OUSD

Action Requested Approval of Amendment No. 2 to Executive Loan Agreement between Urban Strategies Council and OUSD

Background Urban Strategies supports the District's Executive on Loan program which enables senior managers to support various Business and Operations functions within the District, including human resources, organizational development, financial services, auditing, and accounting. The current Executive on Loan program with Urban Strategies has been in place since early 2011.

Discussion The Urban Strategies Council of Oakland has agreed to service as the employer of record to provide senior executives on loan to the District to support on an interim basis the District's human resources, organizational development financial services, payroll and auditing functions. The amendment to the agreement with Urban Strategies Council is in an amount not to exceed \$172,000, all other terms remaining the same. The Agreement includes an administrative fee to be paid to Urban Strategies Council.

Recommendation Approval of Loan Agreement between Urban Strategies Council and OUSD

Fiscal Impact Funding resource name: Kaiser Foundation - not to exceed \$172,000.00.

Attachments

- Amendment No. 2
- Amendment to Agreement
- Agreement



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-2544
Department: Business & Operations
Vendor Name: Urban Strategies Council
Contract Term: Start Date: this is amendment End Date: 6/30/2019
Annual Cost: \$ 172,000
Approved by: Vernon Hu
Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

Since 2011 Urban Strategies Council has partnered with the District to provide an Executive on Loan program to support Key business & operations functions

Summarize the services this Vendor will be providing.

See above

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Price vetted with Senior Business Officer for the District.

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 \$87,800 (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 [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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**

Board Office Use: Legislative File Info.	
File ID Number	16-2544
Introduction Date	11/30/16
Enactment Number	16-1851
Enactment Date	11/30/16

**Amendment No. 2 to Executive On Loan Agreement
Between
Oakland Unified School District
And
Urban Strategies Council**

By 16-0225 on February 10, 2016, the Board of Education approved an Executive on Loan Agreement between Urban Strategies (hereinafter "URBAN STRATEGIES") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for URBAN STRATEGIES to facilitate the retention of highly-skilled professionals whose services are critical on a short term basis by the District (the "Agreement"). That Agreement was amended by Enactment 16-1017 approved on June 22, 2016. The Parties hereby agree to further amend the Agreement as follows:

1. Paragraph 4 (Compensation) is hereby amended to add an additional \$172,000 to the total amount of the contract.
2. Except as expressly provided above, the Agreement is unchanged.
3. This Amendment to the Agreement between URBAN STRATEGIES and the District constitutes the entire understanding and agreement between the Parties.
4. 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.

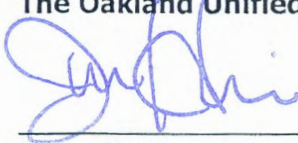
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment No. 2 to the Agreement originally approved by the Oakland Unified School District Board of Education on February 10, 2016.

Urban Strategies Council




David A. Harris
Chief Executive Officer

The Oakland Unified School District



James Harris
President, Board of Education



Antwan Wilson
Superintendent & Secretary, Board of Education

Approved As to Form



Marlon McWilliams, General Counsel

Board Office Use: Legislative File Info.	
File ID Number	16-1439
Introduction Date	6/22/2016
Enactment Number	16-1017
Enactment Date	6/22/2016



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Vernon Hal, Senior Business Officer
Jacqueline Minor, General Counsel

Board Meeting Date June 22, 2016

Subject Executives on Loan Agreement between Urban Strategies Council and OUSD

Action Requested Approval of Amendment to Executive Loan Agreement between Urban Strategies Council and OUSD

Background Urban Strategies supports the District's Executive on Loan program which enables senior managers to support various Business and Operations functions within the District, including human resources, organizational development, financial services, auditing, and accounting. The current Executive on Loan program with Urban Strategies has been in place since early 2011.

Discussion The Urban Strategies Council of Oakland has agreed to service as the employer of record to provide senior executives on loan to the District to support on an interim basis the District's human resources, organizational development financial services, payroll and auditing functions. The amendment to the agreement with Urban Strategies Council is in an amount not to exceed \$154,000 for the term through June 30, 2019, subject to 30 day cancellation. The Agreement includes an administrative fee to be paid to Urban Strategies Council.

Recommendation Approval of Loan Agreement between Urban Strategies Council and OUSD

Fiscal Impact Funding resource name: Kaiser Foundation - not to exceed \$154,000.00.

Attachments

- Amendment to Agreement
- Agreement



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

Legislative File ID No. 16-1439

Department: Senior Business Officer

Vendor Name: Urban Strategies Council

Contract Term: Start Date: January 1, 2016 End Date: June 30, 2019

Annual Cost: \$ 154,000

Approved by: Senior Business Officer

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

This vendor is currently working with the District supporting executives on loan and has provided this service since 2011.

Summarize the services this Vendor will be providing.

The vendor will enable senior managers to support various Business and Operations functions within the District, including human resources and organizational development and accounting.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

This vendor has knowledge of hourly rate of fiscal experts. Hourly rate being paid \$85 per hour

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 \$87,800 (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 [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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**

Board Office Use: Legislative File Info.	
File ID Number	16-1439
Introduction Date	
Enactment Number	
Enactment Date	

**Amendment No. 1 to Executive On Loan Agreement
Between
Oakland Unified School District
And
Urban Strategies Council**

By Enactment 16-0225 on February 10, 2016, the Board of Education approved an Executive on Loan Agreement between Urban Strategies (hereinafter "URBAN STRATEGIES") and the Oakland Unified School District (hereinafter "the District" or "OUSD") for URBAN STRATEGIES to facilitate the retention of highly-skilled professionals whose services are critical on a short term basis by the District (the "Agreement"). The Parties hereby agree to amend said Amendment as follows:

1. Paragraph 4 (Compensation) is hereby amended to add an additional \$154,000 to the total amount of the contract.
2. The term of the contract is extended to June 30, 2019.
3. Except as expressly provided above, the Agreement is unchanged.
4. This Amendment to the Agreement between URBAN STRATEGIES and the District constitutes the entire understanding and agreement between the Parties.
5. 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 originally approved by the Oakland Unified School District Board of Education on February 10, 2016.

Urban Strategies Council

David A. Harris
Chief Executive Officer

**EXECUTIVES ON LOAN AGREEMENT
BETWEEN
URBAN STRATEGIES COUNCIL
AND
OAKLAND UNIFIED SCHOOL DISTRICT**

Parties

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District").

Parties

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District") to cover the period of January 1, 2016 through June 30, 2017.

I. Purpose

The Council wishes to continue its on-going relationship with the District by supporting the District's Executive on Loan program. Under the Executive on Loan program, the Council will provide Executives on Loan to the District to support the District's Business and Operations departments, including human resources, financial services, payroll, accounting, auditing and student assignment.

II. Scope of Engagement

The Executives on Loan will serve as lead project consultants for public finance, fiscal management and budget development. The Executives on Loan shall work as loaned executives in the District's Business and Operations division. The District's Senior Business Officer will identify and define scope of specific assignments and/or projects that the Executives on Loan will undertake.

III. Term

This agreement is for the period from January 1, 2016 through June 30, 2017, unless extended in writing by mutual agreement of the Council and the District. The agreement may be terminated by either party upon thirty (30) days prior written notice.

IV. Compensation

For the aforementioned services, the District shall pay the Council 100% of the salaries of the Executives on Loan, plus an administrative fee of 10%. The amount to be paid by the District to the Council under this Agreement shall not exceed \$75,000. The Council shall invoice the District quarterly during each fiscal year. The invoices shall be submitted to:

Vernon Hal, Deputy Superintendent Business and Operations
1000 Broadway Suite 680
Oakland, CA 94607

or emailed to:

Vernon.Hal@ousd.k12.ca.us

At all times, the Executives on Loan shall be deemed independent contractors of the District and shall not be entitled to any District employee benefits. None of the work to be performed by the Executives on Loan shall be subcontracted without prior written consent of the Council. The Council shall submit Forms 1098 to the Internal Revenue Service and will provide Forms 1099 to the Executives on Loan. The Council will not withhold or pay any taxes. Payment of all taxes is the sole responsibility of the Executives on Loan.

V. CONFIDENTIALITY AND OWNERSHIP OF MATERIALS AND PRODUCTS

A. Confidential Information and Data:

The District and the Council agree not to publish or otherwise disclose any information or data obtained from each other or from third parties pursuant to this agreement that has been identified in writing as confidential or proprietary ("Confidential Information"), for any purpose other than performance of the work hereunder, without the prior written consent of the non-disclosing party(ies). Both parties shall obligate its employees, sub-Districts, consultants and agents to protect the Confidential Information in accordance with these requirements. "Confidential Information" as used hereunder, does not include information which: (i) is or becomes available to the public through no breach of this sub-contract by the parties; (ii) is required to be disclosed by either party pursuant to law or court order, provided the party required to so disclose gives prior notice to the other party of the required disclosure detailing the Confidential Information to be disclosed, and cooperates to preserve, to the extent possible, the confidentiality of the Confidential Information; or (iii) is independently known by the recipient of Confidential Information prior to receipt thereof or is discovered independently by the recipient.

B. Ownership of Work Products and Materials:

The District shall maintain full ownership and exclusive rights to all work produced in the course of and as an end result of this agreement, including drafts, any code developed,

as well as all design and functionality of the draft and final materials. No use of any of the materials produced as an end result of this contract shall be made without the OUSD's prior written consent. The District maintains the right to produce and disseminate descriptions of the activities it has carried out under this contract that do not include reproducing the products themselves or otherwise violating the terms of this clause.

VI. JURISDICTION, SEVERABILITY AND DISPUTE RESOLUTION

A. Jurisdiction

This agreement shall be deemed to have been executed under the laws of the State of California. If any provision of this agreement shall be deemed invalid or void, the remainder of the agreement shall remain in effect.

B. Severability

If any sections of provisions of this contract are determined to be void or unenforceable by a court of competent jurisdiction, the remaining sections and provisions shall remain in full force and effect unless or until modified in writing by mutual agreement of the parties.

C. Dispute Resolution

In the event that a dispute arises between the parties regarding the interpretation of this agreement or performance under it, the aggrieved party shall notify the other party in writing. Within three working days of receipt of written notice regarding a dispute of interpretation or performance, the parties shall meet by telephone or in person to discuss and resolve the matter in a manner satisfactory to both parties.

In the event that the meeting described in the paragraph does not result in satisfactory resolution of the dispute, the parties agree to submit such dispute to binding arbitration under the rules of the American Arbitration Association, with both parties sharing equally in the costs of such arbitration. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

VII. HOLD HARMLESS

The District agrees to defend and hold harmless the Council against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the District.

The Council agrees to defend and hold harmless District against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the Council.

VIII. Conclusion

The provisions set forth above represent the entire agreement between the parties and the terms set forth herein shall not be modified, deleted, extended or otherwise altered except upon execution of a new agreement signed by both parties.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

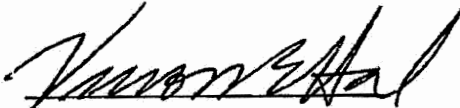
Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition 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>

Urban Strategies Council

Junious Williams
Chief Executive Officer

The Oakland Unified School District

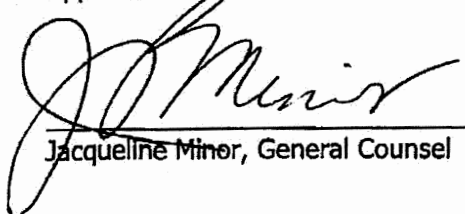


Vernon Hal, Senior Business Officer

James Harris
President, Board of Education


Antwan Wilson, Superintendent and
Secretary, Board of Education


Approved As to Form



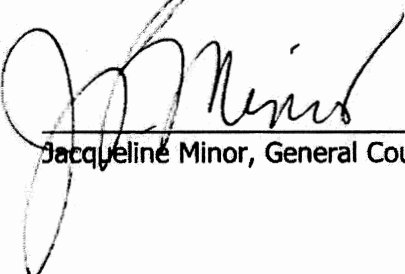
Jacqueline Minor, General Counsel


The Oakland Unified School District


James Harris
President, Board of Education 6/22/16


Antwan Wilson
Superintendent & Secretary, Board of Education 6/22/16

Approved As to Form


Jacqueline Minor, General Counsel

File ID Number: 16-1439
Introduction Date: 6-22-16
Enactment Number: 16-1017
Enactment Date: 6/22/16
By: 

Board Office Use: Legislative File Info.	
File ID Number	16-0241
Introduction Date	2/10/16
Enactment Number	14-0226
Enactment Date	2-10-16



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Vernon Hal, Senior Business Officer *VEH*

Board Meeting Date February 10, 2016

Subject EXECUTIVE ON LOAN AGREEMENT WITH URBAN STRATEGIES COUNCIL

Action Requested Ratification Of Executive On Loan Agreement With Urban Strategies Council

Background and Discussion The District has a longstanding Executive on Loan program with Urban Strategies Council whereby it has provided Executives on Loan to support the District's Business and Operations departments. The current agreement is to provide an Executive on Loan to support the completion of the final audits that will bring the District current on its audits. The term of the agreement is from January 1, 2016 through June 30, 2017, at a cost not to exceed \$75,000.

Recommendation Ratification Of Executive On Loan Agreement With Urban Strategies Council

Fiscal Impact Funding resource name: General Purpose

Attachments • Agreement

**EXECUTIVES ON LOAN AGREEMENT
BETWEEN
URBAN STRATEGIES COUNCIL
AND
OAKLAND UNIFIED SCHOOL DISTRICT**

Parties

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District").

Parties

This Agreement is entered into between the **Urban Strategies Council** (hereinafter referred to as the "Council") and the **Oakland Unified School District** (hereinafter referred to as the "District") to cover the period of January 1, 2016 through June 30, 2017.

I. Purpose

The Council wishes to continue its on-going relationship with the District by supporting the District's Executive on Loan program. Under the Executive on Loan program, the Council will provide Executives on Loan to the District to support the District's Business and Operations departments, including human resources, financial services, payroll, accounting, auditing and student assignment.

II. Scope of Engagement

The Executives on Loan will serve as lead project consultants for public finance, fiscal management and budget development. The Executives on Loan shall work as loaned executives in the District's Business and Operations division. The District's Senior Business Officer will identify and define scope of specific assignments and/or projects that the Executives on Loan will undertake.

III. Term

This agreement is for the period from January 1, 2016 through June 30, 2017, unless extended in writing by mutual agreement of the Council and the District. The agreement may be terminated by either party upon thirty (30) days prior written notice.

IV. Compensation

For the aforementioned services, the District shall pay the Council 100% of the salaries of the Executives on Loan, plus an administrative fee of 10%. The amount to be paid by the District to the Council under this Agreement shall not exceed \$75,000. The Council shall invoice the District quarterly during each fiscal year. The invoices shall be submitted to:

Vernon Hal, Deputy Superintendent Business and Operations
1000 Broadway Suite 680
Oakland, CA 94607

or emailed to:

Vernon.Hal@ousd.k12.ca.us

At all times, the Executives on Loan shall be deemed independent contractors of the District and shall not be entitled to any District employee benefits. None of the work to be performed by the Executives on Loan shall be subcontracted without prior written consent of the Council. The Council shall submit Forms 1098 to the Internal Revenue Service and will provide Forms 1099 to the Executives on Loan. The Council will not withhold or pay any taxes. Payment of all taxes is the sole responsibility of the Executives on Loan.

V. CONFIDENTIALITY AND OWNERSHIP OF MATERIALS AND PRODUCTS

A. Confidential Information and Data:

The District and the Council agree not to publish or otherwise disclose any information or data obtained from each other or from third parties pursuant to this agreement that has been identified in writing as confidential or proprietary ("Confidential Information"), for any purpose other than performance of the work hereunder, without the prior written consent of the non-disclosing party(ies). Both parties shall obligate its employees, sub-Districts, consultants and agents to protect the Confidential Information in accordance with these requirements. "Confidential Information" as used hereunder, does not include information which: (i) is or becomes available to the public through no breach of this sub-contract by the parties; (ii) is required to be disclosed by either party pursuant to law or court order, provided the party required to so disclose gives prior notice to the other party of the required disclosure detailing the Confidential Information to be disclosed, and cooperates to preserve, to the extent possible, the confidentiality of the Confidential Information; or (iii) is independently known by the recipient of Confidential Information prior to receipt thereof or is discovered independently by the recipient.

B. Ownership of Work Products and Materials:

The District shall maintain full ownership and exclusive rights to all work produced in the course of and as an end result of this agreement, including drafts, any code developed,

as well as all design and functionality of the draft and final materials. No use of any of the materials produced as an end result of this contract shall be made without the OUSD's prior written consent. The District maintains the right to produce and disseminate descriptions of the activities it has carried out under this contract that do not include reproducing the products themselves or otherwise violating the terms of this clause.

VI. JURISDICTION, SEVERABILITY AND DISPUTE RESOLUTION

A. Jurisdiction

This agreement shall be deemed to have been executed under the laws of the State of California. If any provision of this agreement shall be deemed invalid or void, the remainder of the agreement shall remain in effect.

B. Severability

If any sections or provisions of this contract are determined to be void or unenforceable by a court of competent jurisdiction, the remaining sections and provisions shall remain in full force and effect unless or until modified in writing by mutual agreement of the parties.

C. Dispute Resolution

In the event that a dispute arises between the parties regarding the interpretation of this agreement or performance under it, the aggrieved party shall notify the other party in writing. Within three working days of receipt of written notice regarding a dispute of interpretation or performance, the parties shall meet by telephone or in person to discuss and resolve the matter in a manner satisfactory to both parties.

In the event that the meeting described in the paragraph does not result in satisfactory resolution of the dispute, the parties agree to submit such dispute to binding arbitration under the rules of the American Arbitration Association, with both parties sharing equally in the costs of such arbitration. The decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction.

VII. HOLD HARMLESS

The District agrees to defend and hold harmless the Council against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the District.

The Council agrees to defend and hold harmless District against any claims, administrative or judicial, that may occur as a result of activities and services rendered per this agreement, to the extent that such claims are due to the actions or omissions of the Council.

VIII. Conclusion

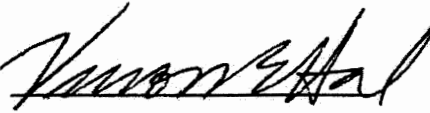
The provisions set forth above represent the entire agreement between the parties and the terms set forth herein shall not be modified, deleted, extended or otherwise altered except upon execution of a new agreement signed by both parties.

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>

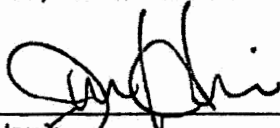
Urban Strategies Council

Junious Williams
Chief Executive Officer

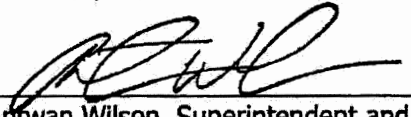
The Oakland Unified School District



Vernon Hal, Senior Business Officer



James Harris
President, Board of Education



Antwan Wilson, Superintendent and
Secretary, Board of Education

Approved As to Form



Jacqueline Minor, General Counsel

File ID Number: 16-0241
Introduction Date: 2-10-16
Enactment Number: 16-0226
Enactment Date: 2-10-16