

Board Office Use: Legislative File Info.	
File ID Number	20-1411
Introduction Date	8-12-2020
Enactment Number	20-1164
Enactment Date	8/12/2020 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jody Talkington, Senior Director Strategic Projects
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date August 12, 2020

Subject Independent Consultant Agreement with DCG Strategies, Inc. - Facilities Planning & Management

Action Requested Ratification by the Board of Education of an Independent Services Agreement between the Oakland Unified School District and DCG Strategies, Inc. (“Contractor”) for the latter to provide asset management and real property services related to the Former Edward Shands Adult Education Center and former Tilden Child Development Center (“CDC”) site, in an amount not to exceed of \$35,500.

Discussion District staff prepared and circulated a Request for Qualifications and Proposals (“RFQP”). Five firms submitted responses and were evaluated in accordance with the criteria established by the District in the RFQP. The Board of Education approved five firms as a Qualified Pool of providers for Asset Management and Real Property Services at the regularly scheduled Board Meeting of June 24, 2020. DCG Strategies, Inc. is one of the qualified firms and has a deep experience in community-based processes for site re-use. The contract will initiate necessary services regarding site disposition of these two surplus properties. Based upon Consultant’s Proposal: \$15,000 per site for evaluation, valuation, re-use recommendations. \$1,500 per site for Community engagement meetings. \$2,500 hourly consulting services at varying rates for personnel noted in Consultant’s Proposal.

LBP (Local Business Participation Percentage) 00.0%

Recommendation Ratification by the Board of Education of an Independent Services Agreement between the Oakland Unified School District and DCG Strategies, Inc. (“Contractor”) for the latter to provide asset management and real property services related to the Former Edward Shands Adult Education Center and former Tilden Child Development Center (“CDC”) site, in an amount not to exceed of \$35,500.

Fiscal Impact An amount not to exceed \$35,500 from Fund 40, Special Reserve for Capital Facilities.

Attachments

- Independent Consultant Agreement including Exhibits
- Consultant’s Proposal



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 20-1411

Department: Facilities Planning & Management

Vendor Name: DCG Strategies, Inc.

Project Name: Asset Management & Real Property Services **Project No.:** 00918

Contract Term: Intended Start: June 25, 2020 Intended End: 3-15-2021

Total Cost Over Contract Term: \$35,500.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

DCG Strategies, Inc. was selected through an RFP process. The District approved DCG as highly qualified, based on specially trained services.

Summarize the services or supplies this contractor or vendor will be providing.

DCG Strategies, Inc. will provide evaluation of property for re-use; recommendations for community engagement. Recommendations regarding options for leasing, exchange, sale or potential development opportunities.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Five firms submitted responses and were evaluated in accordance with the criteria established by the District in RFQP. DCG Strategies, Inc. price was fair and reasonable compared to the prices submitted by the other responding consultants. DCG is one of the qualified firms and has a deep experience in community-based processes.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- This contract falls under the RFP process. Vendor was selected based on specially trained services.

**INDEPENDENT CONSULTANT AGREEMENT FOR SPECIAL SERVICES
ASSET MANAGEMENT AND REAL PROPERTY SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 25th day of June, 2020 by and between the Oakland Unified School District, ("District") and DCG Strategies, Inc. ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 53060, authorizes the District to contract with and employ any person(s) for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the **Asset Management and Real Property Services** required by the District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide Asset Management and Real Property services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
 - 1.1. Consultant shall provide services related to the former Edward Shands Adult Education Center and the former Tilden Child Development Center. Services shall include:
 - 1.2. Evaluate properties for reuse in accordance with Education Code requirements and Board Policies, for example BP 7350 has direction to consider long-term leases over sale of properties;
 - 1.3. Support Community Engagement efforts, including meetings (both virtual and in-person), outreach to stakeholders through survey work, and development of summary expectations for community-supported reuse of sites;
 - 1.4. Stakeholder outreach may include both school and community, City of Oakland, local agencies, community-based organizations, and other potentially interested site users
 - 1.5. Make recommendations regarding options for leasing, exchange, sale, or potential development opportunities consistent with Board policies;
 - 1.6. Provide property valuation services to assess the potential for revenue generation at each assigned site, or at other District sites, considering various scenarios;
 - 1.7. Prepare and update a matrix of assigned District sites with valuations under the identified re-use scenarios;
 - 1.8. Include in the matrix a summary of potential costs to the District in order to execute property disposition options;
2. **Term.** Consultant shall commence providing services under this Agreement on June 25, 2020 and will diligently perform as required and complete performance by March 15, 2021, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed thirty five thousand five hundred Dollars (\$35,500). District shall pay Consultant according to the following terms and conditions:

4.1. Fee breakdown is as follows: Flat Fee for each site per Consultant's Proposal \$15,000. Allowance for two community meetings at \$1,500 each. Hourly consulting services, at rates per team member as identified in Consultant's Proposal not to exceed \$2,500.

4.2. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.2.1. Tasks completed prior to initiating Brokerage Agreement December 31, 2020.

4.3. If Consultant works at more than one site, Consultant shall prepare invoices which clearly indicate costs for each site.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except identified and approved reimbursable expenses as follows:

5.1. _____.

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6.1. _____.

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and

directing the performance of the details of the work, District being interested only in the results obtained.

8. Performance of Services.

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

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

11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually

agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.2.1. material violation of this Agreement by Consultant; or
 - 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. [REDACTED]

[REDACTED] The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification.

- 13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to this

Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

- 13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

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

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

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the

California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 20.1. All site visits shall be arranged through the District;
 - 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 20.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **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.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and

agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Oakland Unified School District
1000 Broadway Suite 300
Oakland, CA
Email: tadashi.nakadegawa@ousd.org
ATTN: Tadashi Nakadegawa

Consultant:

DCG Strategies, Inc.
7600 Dublin Blvd. Suite 275
Dublin, CA 994568
Email: LGraden@DCGstrategies.com
ATTN: Landis Graden

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

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

33. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: July 15, 2020

Oakland Unified School District

By: 

Print Name: Tadashi Nakadegawa

Print Title: Acting Deputy Chief of Facilities
Planning and Management

Dated: June 8, 2020

DCG Strategies, Inc.

By: 

Print Name: Landis Graden

Print Title: Chief Executive Officer

Approved as to form:

**Oakland Unified School District Office of
Legal Counsel**

By: Andrea Epps


Print Name: Andrea Epps

Print Title: Deputy General Counsel

Date: 8/5/20



Jody London, President
Board of Education



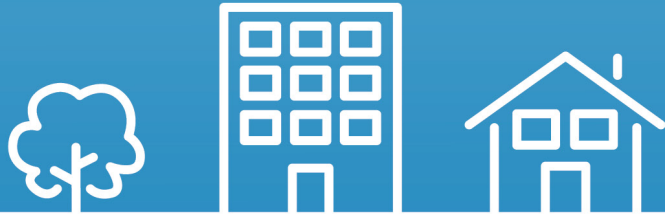
Kyla Johnson-Trammell, Secretary
BOE

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.

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

Consultant's entire Proposal is attached and included by reference.



STATEMENT OF QUALIFICATIONS AND PROPOSAL FOR

DCG STRATEGIES FOR ASSET MANAGEMENT AND REAL PROPERTY SERVICES

IN RESPONSE TO OAKLAND UNIFIED SCHOOL DISTRICT'S
RFQP #1920-01

DCG Strategies, Inc. 7600 Dublin Blvd., Suite 275, Dublin, CA 94568

P 925.479.1350 | F 925.241.4212 | E connect@dcgstrategies.com | DCGStrategies.com | BRE# 01521674



MAY 13, 2020

Oakland Unified School District
Attn.: Jody Talkington, Sr. Director Strategic Projects
1000 Broadway, Suite 300, Oakland, CA 94607

DEAR MS. TALKINGTON,

DCG Strategies, Inc., is pleased to provide this proposal in consideration for providing asset management and real property services to Oakland Unified School District. DCG Strategies (“DCG”) specializes in serving the real estate needs of education-based organizations, and regularly provides real estate services and consulting for California school districts.

Our firm has a deep understanding of and experience providing the specialized real estate services needed to accommodate the structure and constraints of public education institutions. Our team has the needed experience to manage the process from valuation to strategic planning and execution and provide recommendations on the most efficient use of District assets.

DCG has been engaged by a number of California school districts to provide asset management services to analyze their real property assets. We have worked with a number of school districts to repurpose former school sites into alternative opportunities for their districts and more recently to explore the feasibility of developing workforce housing. We are currently working with South San Francisco Unified School District, Hayward Unified School District, San Mateo Union High School District and more on the same scope of services being requested via this RFQP. Over the past 15 years, our team has worked with more school districts in service of their real estate needs than any other firm in the state.

DCG Strategies received a copy of the District’s form of Independent Consultant Services Agreement (“Agreement”) attached as Appendix “A” to the RFQP. DCG has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, DCG has no objections to the use of the Agreement. DCG certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District. DCG furthermore certifies that no official or employee of the firm has ever been convicted of an ethics violation.

As the Chief Executive Officer of DCG Strategies, I am authorized to speak on behalf of the firm during the evaluation process. By virtue of submission of this Statement of Qualifications, DCG Strategies declares that all information provided is true and correct.

Sincerely,



Landis Graden

Chief Executive Officer, DCG Strategies, Inc.
BRE# 01461409 | P: (707) 304-4340 | E: LGraden@DCGStrategies.com

TABLE OF CONTENTS

BUSINESS INFORMATION.....	1
ABOUT DCG STRATEGIES.....	1
MISSION & VALUES.....	2
MANAGEMENT OF WORKLOAD.....	2
COMPANY INFORMATION.....	3
BUSINESS LICENSES.....	3
PROJECT APPROACH & RELEVANT QUALIFICATIONS.....	4
SERVICES FOR EDUCATION INSTITUTIONS	4
RELEVANT EXPERIENCE & REFERENCES.....	12
ADDITIONAL K-12 SCHOOL DISTRICT EXPERIENCE.....	17
PROJECT TEAM SUMMARY.....	19
LITIGATION HISTORY.....	25
FORM OF AGREEMENT PROPOSED CHANGES.....	25
FEE PROPOSAL.....	26
APPENDIX.....	31

BUSINESS INFORMATION

ABOUT DCG STRATEGIES

Over a decade and a half ago, successful real estate professional, Landis Graden, believed in the importance of giving back to the community through public service. He recognized that organizations providing support and resources to local communities all too often faced limited or declining revenues. So, in December 2005, DCG Strategies, Inc., an S Corporation real estate firm, was formed that provides these specialized clients with the knowledgeable, caring expertise they need to create healthier, more sustainable real estate management strategies.

For 15 years, DCG Strategies has been a team of real estate professionals who puts people before property or profits. As specialists in managing real estate assets for education-based institutions, our people understand that the traditional rules of real estate change when viewed with an eye toward strengthening our community.

In good standing with the California Department of Real Estate, BRE#01523674, our 10-person team is made up of full-service consulting, property planning and commercial real estate professionals (six of which are licensed real estate agents), but our passion lies in bringing education, hope and healing to area communities by helping our clients realize the full potential of their real estate assets. The team at DCG offers a wide range of services to guide you through the often-complex world of non-traditional real estate management. Unlike standard commercial real estate agencies, we respect the collaborative focus that's unique to community-driven organizations like Oakland Unified School District and we adapt our approach accordingly to create the best possible solution for your needs.

A small sampling of the academic institutions we've assisted over the past 15 years include:

- Alameda County Office of Education
- Albany Unified School District
- Burlingame School District
- Campbell Union High School District
- Chabot-Las Positas Community College
- Fremont Unified School District
- Greenfield Union School District
- Hayward Unified School District
- La Mesa-Spring Valley School District
- Larkspur-Corte Madera School District
- Livermore Valley Joint Unified School District
- Monterey Peninsula Unified School District
- Mountain View Whisman School District
- Napa Valley Unified School District
- New Haven Unified School District
- Newark Unified School District
- North Monterey County Unified School District
- Norwalk-La Mirada Unified School District
- Peralta Community College District
- Pittsburg Unified School District
- Pomona Unified School District
- Rescue Unified School District
- Riverside County Office of Education
- Ross Valley School District
- San Juan Unified School District
- San Lorenzo Unified School District
- San Mateo Union High School District
- Santa Cruz City School District
- Solano Community College District
- South San Francisco Unified School District
- Twin Rivers Unified School District
- Vallejo City Unified School District

MISSION & VALUES

DCG Strategies is an alternative to conventional real estate firms with a distinct mission to serve California's community-benefit organizations. DCG was founded under the premise that we could seek profits while also building value within our community. Our founder and employees have always believed that working at DCG is about building something bigger than ourselves.

DCG has adopted the Benefit Corporation designation and become independently certified as a socially responsible corporation. DCG joins the growing movement of companies across the United States, as well as globally, who see part of their corporate responsibility as contributing to a positive impact on society and the environment. The Benefit Corporation designation is a natural extension of our vision; that by optimizing opportunities and resources for our community-based clients, we can help create long-term gains that benefit and strengthen the communities we serve. We eagerly undertook the Benefit Corporation process to ensure our firm's operations, management practices and governance were at the highest levels and to place us in the best position possible to effect change to benefit our community, our environment, our stakeholders and our clients.

Hiring DCG as a Real Estate Consultant is like choosing a dedicated partner who puts you first. The professionals at DCG believe that finding the perfect solution for your real estate needs should feel nothing like "business as usual." Our goal is not only to provide a welcome alternative to the typical commercial real estate firm, but also to work as a committed partner for community-minded organizations like Oakland Unified School District.

When you work with us, your interests will be protected with the help of our comprehensive consulting, property planning and real estate services. You can feel confident that we'll research all your options, offer expert advice and work as closely with you to guide you through your options. We help to mitigate and manage risk throughout the process. Our ultimate goal is to assist you in transforming your real estate into resources.

MANAGEMENT OF WORKLOAD

Based out of our Dublin, CA headquarters located in the Dublin Professional Center, we currently have over 40 active clients with the current capacity to at minimum double our current client load. Of the 40 clients, 10 are public school districts, some of which we are assisting with multiple, simultaneous projects. In addition, we currently serve 10 Oakland based clients with over 15 Oakland based development projects located in East Oakland, West Oakland, North Oakland and Downtown Oakland.

Our firm takes a team approach to each project and as such, are able to bring the best minds of brokerage, development and consulting to each of our projects. With our team approach and the

help of online project management tools, we are able to meet deadlines efficiently and effectively. Our team meets on a weekly basis for project management meetings to ensure no tasks fall through the cracks and we are meeting established deadlines.

DCG has operational systems in place that allow us to manage a continual increase in clients and projects. We increase our staff as needed, and are confident that the current workload and availability of staff will accommodate the needs of Oakland Unified School District. Our standard turnaround time is entirely dependent on the nature of services provided and DCG is committed to establishing timelines and expectations at the beginning of each project, and regularly provides continual updates to our clients.

COMPANY INFORMATION

Headquarters and Main Office

DCG Strategies, Inc.
7600 Dublin Blvd., Suite 275
Dublin, CA 94568
P: (925) 479-1350
F: (925) 241-4212
Federal Tax ID: 20-3821956

Respondent Point of Contact

Landis Graden
Chief Executive Officer
BRE# 01461409
P: (707) 304-4340
F: (925) 241-4212
E: LGraden@DCGStrategies.com

BUSINESS LICENSES

The Real Estate Officer License to the right authorizes DCG Strategies to conduct real estate transactions throughout the State of California. The screenshot below confirms DCG Strategies as an active corporation authorized to conduct business in California and lists our entity number with the state.



The California Business Search is updated daily and reflects work processed through Tuesday, May 12, 2020. Please refer to document Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.
C2810305 DCG STRATEGIES, INC.
Registration Date: 11/18/2005
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC STOCK
Status: ACTIVE
Agent for Service of Process: LANDIS GRADEN
Entity Address: 7600 DUBLIN BLVD STE 275, DUBLIN CA 94568
Entity Mailing Address: 7600 DUBLIN BLVD STE 275, DUBLIN CA 94568

PROJECT APPROACH & RELEVANT QUALIFICATIONS

SERVICES FOR EDUCATION INSTITUTIONS

DCG Strategies has years of experience providing real estate services to California school districts. Given the long history of financial challenges facing school districts, we understand it is imperative that they look to alternative funding resources to provide for the essential work of educating our youth. We understand that using real property assets can help stabilize funding uncertainties and assists the District in maximizing revenue. Proceeds realized through lease, acquisition, sale and joint occupancy of District property has the potential of aiding the District in moving to a more efficient, cost-effective and sustainable service-delivery model.

While most school districts and academic institutions understand and appreciate the benefits of Real Property Assessments, they often lack the time and resources to successfully manage the long, complicated, and controversial process from beginning to end. The experienced DCG team works closely with clients to ensure prudent planning, clear communication, timely action, and efficient management of all projects. Our consulting, asset management, brokerage and development services have helped our school district clients:

- o Realign assets to better serve the overarching educational mission
- o Realize operational efficiencies as a key strategy to fiscal sustainability
- o Identify leasing opportunities to bring in passive investment income
- o Create “win-win” community partnerships with other public and private entities

DCG is a full-service consulting, development, brokerage and commercial real estate company that specializes in partnering with community-based organizations. We are committed to assisting Oakland Unified School District on their various real estate needs as identified in the RFQP. Whether your organization has a need to evaluate underutilized or surplus land, acquire or sell real property, lease or rent property, or any other consulting or real estate related service, DCG has the needed experience to manage the real estate process from land use analysis, valuation, strategic planning, brokerage and asset management services. We have experience with all property types, including institutional, commercial, residential, industrial and mixed use.

DCG has assisted many districts with the disposition of underutilized property beginning with analyzing Highest and Best Use through the completion of all Education Code requirements and the successful sale of a site. Below, we have outlined our approach to each step of the process as identified in the RFQP. The goal of our work with each client is to holistically analyze the District’s opportunities in a way that minimizes risk, incorporates community and staff input and converts underutilized properties into revenue generating assets.

PROPERTY VALUATION

DCG regularly conducts briefing and training series for County Offices of Education and individual public school districts to key leadership, on how School Districts can more effectively, including on how to turn your real estate assets into resources for your students. With over 15 years of experience serving public school districts, our team has a deep understanding of the Education Code and the requirements placed upon public school districts as it related to their real property and the re-use and/or disposition of these sites.

When it comes to property valuation, it is important to not only value the property at its current use, but to value the property for its maximum potential; we call this a property's Highest and Best Use. According to the Appraisal Institute, the Highest and Best Use of a property is defined as: "The reasonably probable and legal use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

When conducting a property valuation, our team completes a Highest and Best Use Analysis on each site to determine its maximum potential. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may be determined to be different from the existing use. In most cases, especially with school district property, this is the case and completing this analysis can create significant value for a school district.

The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use. Implied in this definition is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. The Highest and Best Use determination is a function of neighborhood land use trends, property size, shape, zoning, and other physical factors, as well as the market environment in which the property must compete.

Once the Highest and Best Use of a property is determined from a real estate perspective, our team then is able to incorporate the goals of the surrounding community, the District and its stakeholders and provide recommendations to the District on how to best use the property that is consistent with the California Education Code. This includes meeting with key political players in the City or County having jurisdiction to ensure that highest and best use recommendations have potential for obtaining development approvals. DCG is then able to manage the completion of all Education Code requirements with the District to see these recommendations through to completion.

In working with school districts, we have found the Highest and Best Use model for property valuation to be the most effective and accurate estimation on forecast of a property's value

potential. One example of this is the Highest and Best Use analysis our firm completed for Livermore Valley Joint Unified School District. Our analysis concluded a residential value range for a former school between \$8,000,000 and \$10,000,000 based upon the final development scenario. The site sold a year and a half later for \$10,050,000. A second example is our work with Hayward Unified School District. Our analysis on a former school site found the as-is value for the site to be between \$10,500,000 and \$15,000,000. The District sold exactly half of the site two years later for \$6,300,000.

Lastly, the ultimate valuation will be greatly informed by what the ultimate use will be. We are working with another public school district at present in Alameda County but must remain confidential as negotiations are still on-going. The highest value for their site is for residential development and they have elected to sell to a non-residential developer for millions less than its highest value. So ultimately, District policy will have a great influence over value.

BROKERAGE/DISPOSITION

DCG has been engaged by a number of California school districts to provide commercial real estate brokerage services and have specifically worked with a number of school districts to market and sell or lease former school sites. DCG recently represented Hayward Unified School District on the sale of a surplus former school site and closed escrow in December 2019. DCG is currently representing Pomona Unified School District on the sale of three surplus former school sites, of which two are currently in escrow and representing North Monterey County Unified School District on the sale of the current district office property. DCG is also currently marketing a surplus former school site for San Mateo Union High School District in which we expect to enter escrow within the next few months.

Our marketing strategy for listing and selling school sites is to first to determine the highest and best use of the site (as detailed above) and to develop a comprehensive marketing plan to distribute to interested parties. The marketing plan includes a customized webpage for the site, photography of the site, site and aerial photos, conceptual development plans (if necessary), demographic / area amenities, property highlights, location maps and economic and market data. We also deploy a host of proprietary strategies and tactics that maximize our disposition efforts to ensure our public school district clients are realizing their economic, social and academic outcomes as it relates to disposing of real property. Our team will pull this information to create a Request for Proposals (RFP) which will then be distributed to the leading regional developers, builders, brokers, investors and other interest parties.

DCG has recently worked on workforce housing development projects for public school districts that included surplus and non-surplus sites. We are currently working with East Side Union High School District to build educator housing on a non-surplus site, in addition to several other districts

we cannot publicly disclose due to the confidential nature of their efforts. DCG assisted Chabot-Las Positas Unified School District on the monetization of a non-surplus school site which they own, reside in and lease out to other entities.

COMMUNITY ENGAGEMENT

Based on our experience with mission-based organizations, most of which are public entities, DCG understands firsthand the importance of real estate transactions and being proactive in setting the narrative for each project. As such, DCG regularly provides stakeholder outreach and community engagement services to our school district clients. Our consulting services can range from high level narrative setting to a full-blown engagement process. We create a comprehensive work plan that would optimize each site analyzed, while also meeting the goals and objectives of the District, the City of Oakland, nearby communities and other key stakeholders.

Our team is currently representing San Mateo Union High School District on the sale a surplus former school site for residential development. As part of our community engagement process and in conjunction with the district's communication's department, our team has assisted the district in creating the narrative for the project. For this project, the communications department is sending digital project updates to local stakeholders and keeping the public fully informed on project updates and major milestones.

For this same project, our team is also leading multiple community meetings to notify the public of the project, receive feedback from neighbors and include this feedback in future project proposals. These community meetings occur at various stages of the project and also include the selected buyer/developer of the site. The meetings are run by the district/our team to ensure the public understands the district's commitment to hearing their feedback.

In addition, DCG is able to contact neighbors within a certain mile radius (depending on the City's conflict of interest zone) via a letter notifying them of the project and asking them to contact us should they have any questions. This path proactively alerts neighbors and should be determined on a case by case basis, dependent upon local politics. Alternatively, DCG also has contacts with public relations firms that are familiar working with school districts and which we collaborate on projects in conjunction with.

Throughout our community engagement, we find that the best approach is to focus the narrative on what the community is gaining, rather than what they are losing. As such, we take the time to educate the community on the real estate facts and the benefits a potential project would bring to enhance their community. When viewed with this perspective, we have found success with winning the community's support.

The final community engagement strategy can include hosting community meetings, mailing letters to the neighboring community members with more information on the project, providing email updates to key stakeholders and any combination of the strategies mentioned above. Our firm has worked with Hayward Unified School District, Livermore Valley Joint Unified School District, Napa Valley Unified School District and more on this very matter.

Specifically, to Oakland, we would recommend a diverse approach to community engagement. We have extremely intimate knowledge of Oakland as several team members were born and raised in Oakland and are active in the community. We believe an overall narrative by the District is needed to establish trust and help the community understand how this process will lead to greater academic outcomes for students.

Underneath this broad narrative, we believe a sub-narrative must be developed to accommodate the different demographic, socio-economic, political and community needs for the various areas of Oakland. East Oakland, West Oakland, North Oakland, etc. are not one group of homogenous people. We need to speak uniquely to each of them. We believe a diverse, yet integrated approach to community engagement will foster trust and support for Oakland Unified School District's efforts.

LONG TERM PROPERTY PLANNING

DCG Strategies is a full-service real estate firm providing education institutions with the resources and tools needed to effectively manage their real estate from strategic planning and evaluation through to the successful execution of that plan. We provide services throughout all stages of your real estate needs which allows us to work with districts on their long-term property planning needs.

As with most of our clients, our engagement with public school districts is relational versus transactional. Our firm was originally hired by Hayward Unified School District in 2011 to service their real estate needs and have worked on various projects with the District over the past nine years with a relationship that continues to this day. In 2011, our team was hired to complete a Strategic Asset Analysis on 16 district sites and provide recommendations on how the district could use this more effectively. This initial engagement led to further analysis on these sites and a long-term planning effort on how the district can utilize these assets over the next 10 years. Of the 16 sites analyzed, DCG represented the district on a long-term lease of two of the sites, the sale of a site and an asset management agreement that continues to this day.

We recommend a Strategic Asset Analysis on multiple properties as it allows us to create plans that view district sites holistically and how they all work together toward a common goal rather than looking at sites individually.

We also believe long term property planning must be integrated across the District. Locations, values and uses vary and as such, a micro and macro view into the assets is key. Decisions will interplay and cause and effect will impact value and land use. Best practices would be to use real estate in a manner that maximizes academic outcomes first and maximizes financial resources second, both of which are in the best long-term interest of Oakland students and families.

Being sensitive to community dynamics, a decision on a property in East Oakland can influence a decision on a property in West Oakland. A hypothetical example could be tying the timing of selling or developing school sites to implementing new programming. We may have an opportunity to set up housing and a tech hub with NBA players specifically for OUSD students and families and would time the roll-out of the new community assets with the disposition of unneeded assets. It is vital that the long-term planning be done systematically and not episodically.

PUBLIC-PRIVATE PARTNERSHIPS

DCG is currently exploring public-private partnerships with several school districts to fund and build workforce housing. Our firm is also currently working on private fund development with private entities as well as development partners for the benefit of our public school district clients. These entities/partners would fund construction for educator workforce housing and, in at least one case, a Bay Area city.

The community will require a lot of engagement and transparency is critical to having the necessary support to make these projects work. People are always worried about corruption and backdoor dealing and DCG has a reputation of shepherding Districts through these types of partnerships in ways that build community trust and not detract from it. We help safeguard our public school district client's resources by ensuring our clients are realizing maximum financial benefit. This often will require our team conducting our own internal development analysis first before going to market to ensure the District has leverage in negotiations by understanding the fundamentals of the deal when negotiating. All too often, Districts are forced to rely on the developer's economic models which can sometimes put Districts at a disadvantage. We believe the District should have primary data first as though it were developing the site itself as a hedge and check against economic and time loss.

WORKFORCE HOUSING

DCG specializes in providing comprehensive real estate and land use services to education institutions in California. Throughout the last few years, we have seen a rise in need for asset management and development consulting services and in particular, the development of workforce housing.

We have completed development feasibility studies for numerous school districts throughout the Bay Area. A sample of these include: Fremont Unified School District, West Contra Costa Unified School District, Hayward Unified School District, Mountain View Whisman School District, Santa Cruz City School District and more. DCG is currently assisting South San Francisco Unified School District in developing over 130 units of housing on a former school site to be directed at district employees. The South San Francisco Unified School District project is one example of DCG's ability not only to assess the feasibility of developing housing but also of creating a strong development team to best meet the District's needs.

Our role is to serve as the District's Development Owner Representative and to arm the District with data to feel confident in their decisions. Our approach is to examine the District's options from a physical and financial feasibility standpoint first and then if/when the site is identified as viable, perform a deeper due diligence on the property. This includes performing a market study and demographic analysis to assess market demand for the project and then completing a land use analysis and yield study to arrive at a realistic number of units. From here, our team will move forward with an in-depth feasibility study including detailed site planning and financial modeling. Should the District decide to move forward with the development, our team is equipped to lead the process for obtaining the necessary governmental approvals for the project.

In this manner, resources are directed at only the most viable options and the District is guided throughout the process to gain community buy-in, assess staff needs, present project updates to the Board, etc. Our experience with the surplus property process, disposition of school district real estate, teacher housing legislation and the Education Code provides a lens through which we approach determining the feasibility of developing housing compared to a market-rate builder.

OPPORTUNITY ZONES

Our firm has experience with Opportunity Zones and prioritizing these sites for future development projects. The U.S. Investing in Opportunities Act of 2017 established new tax incentives for investments in designated underserved communities, known as Opportunity Zones. When an investment is made in an Opportunity Zone through a qualified Opportunity Fund, the investor is allowed to hold off on (or avoid altogether) paying the relevant capital gains tax. The program is designed to support economic growth and job creation in low-income areas.

DCG is heavily involved in Opportunity Zone development and funding. DCG owns in partnership a development entity that is actively acquiring Opportunity Zone sites in Chicago, Oakland and Hayward to develop mixed income workforce housing leveraging an \$800mm Opportunity Zone fund. We have found that even though Opportunity Zone sites are getting a lot of attention, the underlying deal economics must be in place to make projects feasible. Access to capital isn't a barrier as we have relationships to substantial capital sources specifically allocated for

Opportunity Zone projects. However, as mentioned above, the economics prove to be the hurdle to overcome. The Bay Area has extremely high costs of construction which makes even Opportunity Zone projects difficult to finance in some cases. With that said, we believe Opportunity Zone projects remain attractive investments.

7-11 COMMITTEES

As a District advisor, DCG has experience working with 7-11 Committees and adhering to all Education Code requirements, guiding the District through the 7-11 committee process and in some cases, managing the entire 7-11 Committee process on behalf of the District.

Most recently, our firm managed the 7-11 Committee process for Napa Valley Unified School District and project managed the process from beginning to end. These services included:

- o Monitoring agreement with Education Code, Sections 17387-17466, of the surplus property process (in conjunction with District legal counsel)
- o Providing guidance on Education Code requirements on committee representation
- o Developing meeting agendas to be made available to the public at least 72 hours in advance
- o Advising and providing copies of key Committee Information Packets including property summaries of zoning and General Plan designations, site maps, etc., copies of the Brown Act and Conflict of Interest forms for the District to include in its Committee binders
- o Advising on the current use of each site from a real estate perspective
- o Advising on potential next steps in relation to the sale or lease of each property
- o Assisting the Committee in developing their recommendation to the Board

DIVERSE COMMUNITIES

DCG first and foremost fosters a diverse workforce itself which is the core of our strength as a firm and success in the marketplace. In addition to extensive work in Oakland over the years and presently, we have worked in diverse communities in urban settings. To name a few, we have worked with clients in the following jurisdictions:

- o Hayward, California (40% Latino, 30% White, 12% African American)
- o Fresno, California (49.5% Latino, 27.3% White, 13.9% Asian)
- o Vallejo, California (25% Latino, 25% White, 25% African American, 25% Asian)

RELEVANT EXPERIENCE AND REFERENCES

DCG has assisted a number of public school districts throughout the years. On the following pages, we are highlighting similar work to that which is needed by Oakland Unified School District.

HAYWARD UNIFIED SCHOOL DISTRICT

Primary Contact: Allan Garde, Assistant Superintendent of Business Services

Phone: (510) 784-2680 **Email:** AGayne@husd.k12.ca.us

Services Provided: Land use consulting, brokerage (sale of surplus site), strategic asset analysis consulting, development consulting, asset management

Most Recent Property Sale: Bidwell Elementary School: 175 Fairway St., Hayward, CA 94544

Project Dates: 2011 and ongoing to present day

DCG initially began working with Hayward Unified School District in 2011 and is currently still representing the District as their real estate advisor and broker. In 2011, the District had successfully passed a bond that led to the construction of a new school and the significant renovation of five others. They now wanted to continue to build on this momentum of creating a 21st century learning environment by updating their Demographic Studies and Facility Master Plan, and analyzing the merits of proceeding with a second Improvement Bond. The District was also facing declining enrollment and continual budget cuts, and needed to develop secure income streams to augment revenues.

With these goals in mind, the District solicited a Request for Proposal (RFP) for evaluation of their assets as a means of transitioning to this more efficient and effective model that would provide educational opportunities for students. The District's initial and primary focus was on potential long-term lease(s) of pre-selected schools, but, based on recent state legislation allowing Districts to use one-time funds realized through the sale of surplus assets for use in their General Fund, they were also open to potential land trades, partnerships or sale of assets.

After being selected through the RFP process, DCG performed an analysis of the 16 sites identified in the RFP that included, but not limited to, alternative land uses, highest and best use, stakeholder and policy leader engagement, market valuation (lease revenue and sales proceeds), disposition strategies and preferred land use and property recommendations.

Based on our findings, DCG was charged with conducting further review of five properties, as well as analysis of opportunities available for the District Office and Maintenance and Operations Yard. Through a thorough investigation, DCG was able to recommend strategies that best met those

objectives as detailed in the original RFP, including opportunities for community partnerships with both the City, Park District and County.

While the financial benefits of leasing and/or selling underutilized assets were significant in terms of their ability to meet District goals as stated in the RFP, perhaps the greatest benefit was the ability of DCG to work with the City, Park District and County to develop key community partnerships (that would be key to garnering their support for other District goals) and collaboratively working with the Superintendent to meet broader organizational goals.

DCG has been advising the District on their real estate needs through an on-going engagement that is current to this day. DCG is currently working with the District on their real estate and asset management needs and most recently assisted the District on the disposition of the former Bidwell Elementary School property in December 2019. DCG is currently in contract with the District on an on-going asset management agreement covering multiple District sites as well as consulting services to assist the District in maximizing their real property. Key DCG team members on this project include Jamil Muchell who served as the transaction manager on the recent property sale and current project manager on the consulting services, Sumari Barnes who serves as coordinator on the asset management services agreement and Landis Graden who serves as the main client point of contact.

SAN MATEO UNION HIGH SCHOOL DISTRICT

Primary Contact: Elizabeth McManus, Deputy Superintendent Business Services

Phone: (650) 558-2204 **Email:** EMcManus@smuhdsd.org

Services Provided: Development due diligence, brokerage (sale of surplus site)

Project Site and Address: Crestmoor High School: 300 Piedmont Ave., San Bruno, CA 94066

Project Dates: 2019 and ongoing to present day

Following a thorough RFP and vetting process, DCG was hired by the San Mateo Union High School District in October 2019 to represent the District on the sale of 40+ acre, former school site in San Bruno. The former school site was deemed surplus in March 2019 and the Board subsequently directed staff to pursue the sale of the property in August 2019.

Prior to advertising the property for sale on the open market, DCG recommended the District complete internal due diligence on the site to ensure the District was fully aware of all opportunities and constraints of the site and arm the District with strong negotiating power. As such, from November 2019 to March 2020, DCG completed development due diligence on the site.

In March 2020, DCG initiated a two-phased Statement of Qualification and Request for Proposal process to market the site to the general public. In the first phase, Statements of Qualifications

were due at the end of April 2020 for those firms to qualify to submit a formal proposal on the site. The next phase includes the District receiving full purchase proposals from qualified developers and ultimately selecting a final buyer for the site. DCG anticipates the project will enter into escrow before the end of 2020. Key project team members include Blake Peters and Landis Graden as the project managers and Lauren Jennings as project support.

ALAMEDA COUNTY OFFICE OF EDUCATION

Primary Contact: L. Karen Monroe, Alameda County Superintendent of Schools

Phone: (510) 670-4144 **Email:** LKMonroe@acoe.org

Services Provided: Brokerage (sale of surplus site)

Project Site and Address: 40950 Chapel Way, Fremont, CA 94538

Project Dates: 2019 and ongoing to present day

After a long standing relationship with the Alameda County Office of Education (ACOE) providing real estate advisory and consulting services, DCG was hired by the Alameda County Office of Education to represent them on the sale of a surplus school site in Fremont. DCG had previously completed asset management and consulting service on this site and was hired by the ACOE to assist in the disposition of the site.

DCG developed a formal Request For Proposal (RFP) process for the marketing of the site and listed the site on the commercial real estate market in December 2019, with proposals due January 2020. Our team is currently in negotiations with the selected Buyer for the site and anticipates the property will be in escrow and close before the end of 2020.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Primary Contact: Shawnterra Moore Thomas, Ed.D., Superintendent

Phone: (650) 877-8705 **Email:** SMOore@ssfusd.org

Services Provided: Land use analysis, workforce housing feasibility study

Project Site and Address: 2525 Wexford Avenue, South San Francisco, CA 94080

Project Dates: 2018 and ongoing to present day

Like most Districts throughout California, and especially the Bay Area, South San Francisco Unified School District has seen how rising housing costs have exacerbated an already problematic affordability crisis for their teachers and staff. To this end, the District contacted DCG in hopes of creating a plan to bring the solution of workforce housing for their teachers and staff to fruition.

Upon reviewing their surplus and underutilized sites, the District identified an approximately six-acre site that could potentially work for housing. The District engaged DCG in October 2018 to complete a workforce housing feasibility study on the site. Phase one of the feasibility study was

completed in December 2018 and DCG presented our findings to the Board of Education in January 2019. The initial findings supported the development feasibility of the site as well as the demand for workforce housing by the District's staff.

The Board approved moving forward to the next phase of the study in February 2019. DCG is currently working with District staff and a team of development vendors on this next phase which includes site due diligence and financial feasibility. Upon completion of this next phase, the District will be equipped with the necessary information regarding the site and financial forecast to make a fully informed decision on whether to proceed with the development of the housing. DCG's contract has been approved to move forward as the Development Project Manager for the development, should the District choose to move forward. Key DCG team members on this project include Blake Peters who serves as the Development Project Manager overseeing the project, Landis Graden who serves as Policy Advisor and Lauren Jennings who assists Blake and Landis on moving the project forward.

POMONA UNIFIED SCHOOL DISTRICT

Primary Contact: Chris Chen, District Legal Counsel, Partner, Mundell, Odum & Haws, LLP

Phone: (909) 890-9500 **Email:** CChen@mohlaw.com

Services Provided: Land use consulting, development due diligence, brokerage (sale of surplus sites)

Project Site and Address: Cortez Elementary School: 1300 N Dudley St., Pomona, CA 91768; Rio Rancho & S. Garey, Pomona, CA 91766; 1425 E Holt Ave., Pomona, CA 91767

Project Dates: 2015 and ongoing to present day

DCG was initially engaged with Pomona Unified School District in 2015 to assist in the analysis of their District owned sites to determine the highest and best use of each surplus former school site. The analysis included a highest and best use of each site, an estimated residual land value and recommendations on how to monetize each site to provide necessary District revenue.

Following the initial land use consulting, the District engaged DCG to complete further development due diligence on one of the sites and clean up various issues pertaining to this site.

In April 2018, the Board approved the release of three District owned sites for listing and sale. DCG prepared and distributed three separate Request for Proposals for each of the sites and received multiple offers on each site. Of the three properties, one closed in 2019, and the remaining two are currently in escrow with two different buyers and are scheduled to close between end of the year 2020 and early 2021. Key team members for this project include Jamil Muchell who is currently managing the transaction for each of these escrows.

VALLEJO CITY UNIFIED SCHOOL DISTRICT

Primary Contact: Tony Ubalde, Board of Education Member

Phone: (707) 704-3109 **Email:** TUbalde@vcusd.org

Services Provided: Land use consulting, strategic asset analysis consulting, development due diligence

Project Dates: 2015 to 2016

Vallejo City Unified School District has suffered constant declining enrollment and is also grappling with teachers increasingly not being able to afford to live in town due to rising real estate values. The District has several closed sites, underutilized sites and vacant land it does not need for its future educational mission.

After submitting a Statement of Qualifications in 2014, DCG was hired by the District in March 2015 as their Real Estate Advisor. As part of our engagement, the District engaged DCG to study highest and best use on several properties and work with District legal counsel to assess the current and potential future uses of each property selected by the District. For the highest and best use for each site, DCG conducted site visits, met with City of Vallejo planning staff, created development scenarios and conducted financial analysis on the development of each site. This included studying the local and regional housing markets, commissioning a market study and negotiating with nearby land owners where easements and other access issues factored into the ability to develop certain sites.

Along with development consulting and asset analysis, we also provided property lease and disposition services and provided recommendations on if it was best to sell or lease sites, what the value of those sites were and what type of users were most likely to acquire the sites. Key DCG team members on this project include Landis Graden who served as the project manager.

CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT

Primary Contact: Lorenzo Legaspi, Vice-Chancellor Business Services (retired July 2018)

Ron Gerhard, Vice-Chancellor Business Services (current)

Phone: (925) 485-5253 **Email:** RGerhard@clpccd.org

Services Provided: Land use consulting, brokerage representation (including purchase of new district office, sale of old district office, lease of classroom space), asset management, lease management

Project Site and Address: 7600 Dublin Blvd., Dublin, CA 94568

Project Dates: 2008 and ongoing to present day

During an unprecedented downturn in the economy that was causing commercial real estate prices to fall precipitously, Chabot-Las Positas Community College District decided to investigate the merits of acquiring or constructing an office building strategically located near public transit.

The District sensed this was a unique and cost-effective opportunity to further their goals of expanding educational services to the region while also reducing their carbon-footprint and providing much needed revenue to the District through building lease opportunities.

DCG provided the District with a thorough market analysis, including a comprehensive analysis of the various acquisition and build-to-suit opportunities available to the District within one-half (½) mile of several Bay Area Rapid Transit stations. This was followed by a Public Solicitation to determine the most competitive terms available for acquiring or constructing an office building situated within one-half (½) mile of the Bay Area Rapid Transit stations and representation of the District with respect to negotiating and acquiring land or a building of the District's choice.

In 2010, after a two+ year engagement that included site identification, financial analysis and negotiation of a purchase agreement for \$9,000,000, DCG enabled the District to save over \$5,000,000 in the acquisition of the 65,000+ sq. ft. Dublin Professional Center in Dublin, CA.

Subsequent to the purchase of the Dublin building where the District relocated its administrative offices to, DCG represented the District in the sale of the building that formerly housed their administrative offices. The transaction closed escrow in 2014 for \$5,250,000.

With an engagement with the District that continues to this day, DCG provides both Asset Management and Lease Management for the Dublin Professional Center. The District currently generates hundreds of thousands of dollars a year of unrestricted revenue from leasing the non-District office space in the building out for commercial use.

DCG continues to serve the District in analyzing how their assets might be most effectively and efficiently utilized to meet their core mission to ensure that all students within the District will continue to have an equal opportunity to pursue and achieve their educational goals. DCG is currently negotiating a lease on the District's behalf for them to acquire additional space for their growing departments. Key DCG Strategies team members on this project include Landis Graden who represented the District on the purchase of their current district office, Lauren Jennings who currently oversees the asset management of their district office and Jamil Muchell who currently oversees lease management of the district office building.

ADDITIONAL K-12 SCHOOL DISTRICT EXPERIENCE

Below is a partial list of additional districts DCG has assisted over the past 5 years.

EAST SIDE UNION HIGH SCHOOL DISTRICT

- **Services:** Workforce Housing analysis on one District owned site
- **Project Dates:** 2019

SOLEDAD UNIFIED SCHOOL DISTRICT

- **Services:** Workforce Housing analysis on one site
- **Project Dates:** 2019

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

- **Services:** Workforce Housing analysis on four District owned sites
- **Project Dates:** 2018

NAPA VALLEY UNIFIED SCHOOL DISTRICT

- **Services:** Purchase of new school site
- **Project Dates:** 2018

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

- **Services:** Sale of former school site for residential development for over \$10,000,000
- **Project Dates:** 2017

SAN LORENZO UNIFIED SCHOOL DISTRICT

- **Services:** Sale of former school district to a private school for over \$6,000,000
- **Project Dates:** 2016

NEWARK UNIFIED SCHOOL DISTRICT

- **Services:** Sale of former school site for residential development for over \$21,000,000
- **Project Dates:** 2015

PROJECT TEAM

DCG's team consists of in-house consultants, advisors and brokers who are each licensed to perform the necessary real estate services required by the RFQP. DCG Strategies, BRE#01523674, is licensed to perform real estate transactions in California and to conduct business in Oakland. Jamil Muchell and Lauren Jennings, our Vice President of Operations, would serve as the designated project managers responsible for the completion of all asset management components and deliverables. Landis Graden, the Principal-in-Charge, will serve as our designated state and local agency advocate and Blake Peters, our Vice President of Real Estate Development will oversee any development analysis.

The following pages are our Key Team member resumes. Per the RFQP, these pages are excluded from the page limit and are also included in the Appendix.



LANDIS GRADEN

FOUNDER, PRESIDENT & CHIEF EXECUTIVE OFFICER

Landis Graden is President, Chief Executive Officer and Founder of DCG Strategies. Landis is a serial entrepreneur having founded over 10 companies and brings to the company over 20 years of business experience.

In 1997, Landis founded Penn & Graden Properties, a residential properties acquisition company, leaving behind a very successful career at a Fortune 500 company. At Penn & Graden, Landis managed multiple real estate investment groups that were focused on acquiring, rehabilitating, and selling undervalued Bay Area properties, all of which resulted in positive returns for investors.

As the previous Chair of the Vallejo Planning Commission, Landis blends his business acumen with a local grasp of his community's needs and values. Fusing opportunity, understanding, and experience has enabled Landis to pursue projects that strengthen the community's economic base, attract new business and jobs, and work towards a sustained, healthy, robust future for the coming generation.

In addition to the Vallejo Planning Commission, Landis is the Board Director on the Vallejo Chamber of Commerce, Board Member for the Community Democratic Club of Solano County, Board President of Glad Tidings Community Development Corporation and previously served on the Board of Brighter Beginnings and the City of Hayward's Economic Development Committee.

A licensed real estate broker, Landis earned a Bachelor of Science Degree in Information Systems Management from the University of San Francisco, and an MBA from Holy Names University.

BRE #01461409



BLAKE PETERS

VICE PRESIDENT, REAL ESTATE DEVELOPMENT SERVICES

Blake Peters joined DCG in 2019 and works closely on large-scale development projects and is well connected in the real estate development fields.

Blake has worked in nearly every facet of real estate development over the past 20 years, including acquisition, entitlements, finance, site design, and construction management. His extensive network of contacts in the affordable housing, home building, and senior care industries allows for a collaborative, team approach to larger development projects.

Blake's professional background includes his current roles as Partner in New Cities Investment Partners, LLC, Vice President of Bay Area Property Developers, LLC, and President of Miramonte Development, Inc. Prior to joining DCG, Blake was the Director of Acquisitions for MidPen Housing, Director of Consulting Services for Prudential Land and Commercial, Project Developer for Eden Housing, Land Acquisition Manager for John Laing Homes, and Project Manager for New Cities Development Group. His construction experience includes 3 years as a Construction Superintendent overseeing mid-rise podium apartments and luxury condominiums.

Blake has served on the Board of Directors for the North State Building Industry Association, the Site Selection Committee for HomeAid, and the Advisory Board for the CA Infill Builders Council.

Blake graduated from University of California at Davis with a Bachelor of Science in Environmental Policy Analysis and Planning, with an emphasis in Land Use Planning.



LAUREN JENNINGS

VICE PRESIDENT, OPERATIONS

Lauren Jennings joined DCG in 2014, and is responsible for the strategic implementation of daily business operations as the Vice President of Operations. Prior to joining DCG, Lauren was the General Manager for Wedgewood Wedding & Banquet Center in San Ramon, CA. In her role, she increased sales and reduced costs which resulted in a 34% increase in annual profits within first two years of position and led the property to receive “Property of the Year Award” for 2012 besting other company locations.

Lauren has invested significant time in volunteer and leadership activities over the years, including mentoring high school young women to build their self-esteem and empower them to fulfill their highest potential. Currently, Lauren serves as Worship Leader and Social Media Director for Kingdom Builders Christian Fellowship in Oakland. She serves on the board for the Cornell Hotel Society, Northern California Chapter and CREW, East Bay, an organization dedicated to enhancing professional growth and business opportunities for women in commercial real estate. Lauren was nominated for and recognized in 2017 as a Rising Rockstar, an award given to exceptional women, thirty-five years and younger, who are influential, dynamic and show early promise as an industry leader. She currently serves as the Chair for the Rising Leaders Committee with CREW, East Bay and 2020 President of the organization.

In addition, Lauren is a member of and volunteers with Alpha Kappa Alpha Sorority, Incorporated and the Cornell Alumni Admissions Ambassador Network. Lauren graduated from Cornell University with a Bachelor of Science degree. She earned her California Department of Real Estate License in 2015.

BRE # 01975174



JAMIL MUCHELL

BROKER SERVICES MANAGER

Jamil Muchell joined DCG in 2010. Jamil oversees and manages DCG's broker activities as Broker Services Manager. His clients have included Northern California Community Development, Next Generation Churches, Price and Associates, and El Cerrito Chinese Community Church.

Previously, Jamil was a coach and trainer at Triple Threat Academy where he trained children, high school students, and some college students in age-appropriate basketball skills and sportsmanship. In addition, he managed various summer camp sessions – each focused on teaching children different skills. He was also responsible for supervising other trainers at Triple Threat Academy. At Chabot College, Jamil worked as a Summer Youth Sports Camp Counselor where he mentored and advised youth in various sports activities. From 2005-2006, he was a Teleconferencing Technician at Holy Names University, where he operated multiple cameras in the campus' video control room.

Jamil received his MBA with a concentration in Management and Leadership from Holy Names University and a B.S. in Business Administration with emphases in Entrepreneurship 15 and Corporate Management from Cal State University East Bay. He earned his California Department of Real Estate License in 2006.

BRE # 01763115

SUMARI BARNES



PROJECT COORDINATOR

Sumari Barnes joined DCG Strategies in 2019 and is proud to be a part of a company whose mission is to help community-based organizations maximize the benefit to their community. As a project coordinator, Sumari works directly with project managers on a broad scale of tasks, and provides administrative support on client projects.

Most recently, Sumari worked with The Bay Area Community Benefit Organization organizing educational community events on property development, political involvement, and more. Sumari also worked with the National Association of Real Estate Brokers Sales Division, strategizing campaigns to help REALTISTS achieve their goal to create 2 million new Black home owners in 5 years and increase overall sales. In her role, she championed a \$50 million dollar commitment for down payment assistance, allowing clients to buy homes with no money down as well as organized a national luxury housing sales certification training.

Sumari obtained a BA from Loyola Marymount University in African American Studies with a double minor in Political Science and Journalism.

LITIGATION HISTORY

DCG is currently not involved and has not been involved in the past five years in any litigation, arbitration and negotiated/settled history with previous clients.

FORM OF AGREEMENT

DCG has read and reviewed the form of the Agreement included as Exhibit “A” of the RFQP. DCG proposes the following changes to the form of Agreement:

12. Termination:

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

The above proposed changes are also included in the Appendix per request of the RFQP.

FEE PROPOSAL

Our philosophy is that prior to project initiation, we meet with each client to discuss their needs and together draft an agreed upon Scope of Services, since as in most cases, the scope can change as needs evolve. Based on the final agreed upon Scope of Service, our team creates a Schedule, Budget and flat fee or not-to-exceed fee to be reviewed and approved by the District.

Per the request of the RFQP, below is a proposed fee schedule based on tasks outlined in the RFQP and DCG's prior experience in providing asset management, consulting and brokerage services for school districts. While the final fee will be dependent on the final number of sites to be studied, the District's timeline and final scope of work, an outline of each section and corresponding estimated cost is provided.

Our standard is to provide consulting services at a flat fee prior to project initiation so the District is aware of all costs up front. For certain consulting services, our team is happy to provide consulting at the following team member rates as defined below.

The District shall be responsible for the cost of all third-party expenses (if any), subject to prior District authorization. The District shall reimburse DCG for all consultant expenses included printing of materials and meeting supplies as specifically requested by the District. Request of reimbursement shall be made with proof of receipt. DCG's consulting and brokerage fees include travel and travel will not be billed or requested for reimbursement.

TEAM MEMBER HOURLY RATES – CONSULTING SERVICES

Landis Graden, Chief Executive Officer & Principal: \$350 per hour

Blake Peters, Vice President, Real Estate Development Services: \$300 per hour

Lauren Jennings, Vice President, Operations: \$275 per hour

Jamil Muchell, Broker Services Manager: \$250 per hour

Sumari Barnes, Project Coordinator: \$125 per hour

Hourly rates are invoiced at each 1/10 of an hour increment. Our standard invoicing arrangement for hourly consulting services is to invoice monthly, via email, within 10 days of the prior ending month. Invoices are due within 30 days of the date the invoice was received.

SAMPLE PROJECT RATES – FLAT FEE CONSULTING SERVICES

Based upon the Scope of Services in RFQP, below is a sample flat fee proposal. Our final fee will be based upon the final agreed upon scope of work and timeline.

Service	Fee
A. Evaluate properties for reuse in accordance with Education Code requirements and Board Policies:	\$15,000 per site
1) Support Community Engagement efforts, including meetings (both virtual and in-person), outreach to stakeholders through survey work, and development of summary expectations for community-supported reuse of sites; a) Stakeholder outreach may include both school and community, City of Oakland, local agencies, community-based organizations, and other potentially interested site users	\$1,500 per community meeting / meeting with stakeholders.
2) Make recommendations regarding options for leasing, exchange, sale, or potential development opportunities consistent with Board policies.	Included in flat fee per site above (A).
B. Provide property valuation services to assess the potential for revenue generation at each assigned site, or at other District sites, considering various scenarios.	Included in flat fee per site above (A).
C. Assist the District in engaging parties potentially interested in District properties.	Brokerage fee: 3.5% of purchase price or 5% of gross lease revenue (as defined below)
D. Assist the District with potential Workforce Housing projects.	
Prepare and survey District certificated and classified staff regarding interest in workforce housing generally, specific desired unit types, and options for potential housing;	\$2,500 flat fee
Lead or support community engagement processes around Workforce Housing;	\$1,500 per community meeting
Develop a process for implementing workforce housing options at selected sites.	
a) Prepare feasibility studies, entitlement requirements, and options for workforce housing at specific sites	\$35,000 per site

b) Preparing scenarios for funding potential Workforce Housing projects at District sites, including leveraging the value of District properties.	Included in flat fee per site above.
Prepare requests for development proposals for Workforce Housing at specific sites and assist in evaluating proposals.	\$7,500 per RFQ, \$10,000 per RFP
E. Develop and manage a database of properties with associated site and property information.	
1) Coordinate with District’s Research Assessment & Data office to add property valuation and reuse recommendations to the District’s existing site database.	Hourly consulting rates
2) Coordinate with Facilities Division and the Facilities Master Plan to ensure property valuation and reuse options are a part of the Facilities Master Plan document.	Hourly consulting rates

BROKERAGE SERVICES

As a licensed real estate firm, DCG provides brokerage and disposition services on a commission basis that is based on the final purchase price and/or final gross lease revenue payable upon successful closing of a transaction or successful execution of a lease. Our commission fee is equal to 3.5% of the sales price and/or 5% of the gross lease revenue over the initial term of the lease. The full percentage amount shall be exclusively payable to DCG as the District’s Broker. Should additional commissions be paid to a Cooperating Broker procuring a buyer or lessee for the property, said additional commission shall be subject to written approval of the District or shall be paid to the Cooperating Broker by the Buyer.

Should the District choose to dispose of all or some of the sites or to lease any property or a portion of a property, DCG is available to manage the lease or sale of property in a manner that is consistent with Education Code requirements and sensitive to the community’s concerns regarding the disposition of district-owned property. As such, the District shall engage DCG Strategies dba DCG COMMERCIAL (“Broker”) as the District’s exclusive agent pursuant to a separate Exclusive Right to Sell Agreement and other agency related documentation.

For a sale of property, commissions shall be paid to Broker at close of escrow. For a lease, 50% of the lease commission is due within 60 days of mutual lease execution. The remaining 50% shall be due within 60 days of rent commencement. The commission due dates for the lease are flexible and will be based upon final negotiated terms with the buyer.

Below is DCG’s standard marketing and disposition plan for sale of a property.

Marketing Program

1. Develop a comprehensive marketing plan, including hard copy and electronic copy for interested parties. This material may include, but will not be limited to:
 - a. Customized website with Request for Proposal (this offering memorandum will be able to be downloaded directly from the website)
 - b. Site and aerial photos
 - c. Conceptual development site plans (if applicable)
 - d. Demographics/area amenities
 - e. Property highlights
 - f. Location maps
 - g. Property fliers, offering memorandum, and other marketing materials
 - h. Economic and market data
2. Present District with DRAFT Request for Proposal and associated Marketing Plan for District and legal review and input. District input will include, but will not necessarily be limited to, legal disclaimer about potential for government and other entities having a legal priority to the Properties for the first 60 days.
3. Present the District approved marketing package to leading regional developers, builders, brokers and other interested parties.
4. Submit property information to online and other commercial listing services.
5. Develop email for distribution to leading regional developers, builders, brokers and other interested parties.

Prospect Tracking and Activity Reports

Provide monthly market activity reports which will include:

- o Master marketing task list
- o Prospect list for client review
- o Prospect communication and activity report
- o Detailed analytic report for website and online venues
- o Market update of comparable properties available in the market
- o Update on any pertinent transactions in the subject market

Contract Negotiations, Preparations, Escrow and Closing

1. Receive and provide information to those parties interested in acquiring the Property.
2. Coordinate with the District, including District legal counsel, on the negotiations and contract preparation with selected parties.

DCG STRATEGIES | FEE PROPOSAL

3. Present report on proposals to Board of Education for discussion and prepare documentation for a subsequent Board meeting scheduled for Board action.
4. Oversee Buyer due diligence period (90-120 days).
5. Oversee entitlement process (if applicable).
6. Manage the escrow process.
7. Coordinate legal team activities.

APPENDIX

Firm brochure/history/background, reprints, etc.



DCG STRATEGIES


real estate. real solutions.

DCG Strategies

Transforming real estate into resources.

DCG Strategies

7600 Dublin Blvd., Suite 275
Dublin, CA 94568

 925.479.1350
dcgstrategies.com

DCG Strategies, a registered Benefit Corporation, is an alternative to conventional real estate firms with a distinct mission to serve California's community-benefit organizations. DCG was founded under the premise that we could seek profits while also building value within our community. Our team has always believed that working at DCG is about building something bigger than ourselves.

Real Estate with a Social Purpose

Hiring DCG as a Real Estate Advisor is like choosing a dedicated partner who puts you first. The professionals at DCG believe that finding the perfect solution for your real estate property should feel nothing like "business as usual." Our goal is not only to provide a welcome alternative to the typical commercial real estate firm, but also to work as a committed partner for community minded organizations like yours.

When you work with us, your interests will be protected with the help of our comprehensive consulting, property planning and real estate and development services. You can feel confident that we'll research all your options, offer expert advice and work closely with you to guide you through your options. We help to mitigate and manage risk throughout the process. Our ultimate goal is to assist you in transforming your real estate into operative resources.

For 15 years, DCG Strategies has been a team of real estate professionals who puts people before property or profits. As specialists in creating and managing real estate strategies, solutions and investments for education institutions, faith-based communities, local governmental agencies, and non-profits, we understand that the traditional rules of real estate change when viewed with an eye toward strengthening our communities.

Our team is made up of full-service consulting, property planning, development and commercial real estate professionals, but our passion lies in bringing education, hope and healing to communities by helping our clients realize the full potential of their real estate assets. The team at DCG offers a wide range of services to guide you through the often complex world of non-traditional real estate management. Unlike standard commercial real estate agencies, we respect the collaborative focus that's unique to community-driven organizations, and we adapt our approach accordingly to create the best possible solution for your needs.

A small sampling of the organizations we've assisted throughout the years include:

- Alameda County
- Bonita House
- Chabot-Las Positas Community College District
- City of Hayward
- City of Vallejo
- Claremont School of Theology
- Habitat for Humanity
- Hayward Unified School District
- Livermore Valley Joint Unified School District
- Marin County
- Napa Valley Unified School District
- Recovery Innovations
- Riverside County Office of Education
- San Francisco Interfaith Council
- Solano Community College District
- United Methodist Church

OUR HISTORY

Over a decade ago, Landis Graden was driven by his belief in the importance of giving back to his community through public service. He recognized that organizations providing support and resources to local communities all too often faced limited or declining revenues. So in 2005, Landis founded DCG Strategies Inc., a private California Subchapter S Corporation real estate firm that provides these specialized clients with the knowledgeable, caring expertise they need to create healthier, more sustainable real estate strategies.

DCG's experienced advisors specialize in assisting education institutions, faith-based communities, local governmental agencies, and non-profits with a variety of real estate issues. Whether you need a long-term sustainable funding source, or a short-term immediate gain, DCG can provide you with credible information and services regarding your options. The following is a summary of the various ways we have helped our clients.

STRATEGIC ADVISING

DCG provides consulting services that cater to the needs of our clients. Commercial real estate requires skilled planning, management and insight. At DCG Strategies, our team of professionals offer expert commercial real estate consulting services and strategic planning to help your organization best use your assets in accordance with your mission. We take time to listen and understand your values. We tailor our advice to consider the unique needs of each client. Our people take a broad view of every real estate situation, factoring in your long-term goals, financial complexities, mission and vision, and other vital aspects to offer you community-minded real estate advice.

By working in partnership with you, our team of trusted consultants can:

- Help you think about your goals in a way that lets us better identify commercial real estate opportunities and strategies that can help you meet those goals
- Work to ensure that you have the surrounding community's support for your decision
- Look at new sources of revenue in context with all of your budgetary needs, as well as the long-term plans you hold for your mission
- Offer advice on how your real estate investment can be used to increase (rather than jeopardize) your organization's financial stability



DEVELOPMENT CONSULTING

Your real estate is not a static investment. Its value can increase with the right management and development and through rezoning, subdividing and re-purposing your property, you can leverage your real estate and use it to achieve your organization's goals.

At DCG, our first priority is to help you articulate the vision you want to bring to life, by showing you all the possible ways you can use your investment. We'll help you develop a plan that focuses on the future and reflects your core values. With a background in both brokerage and development, DCG has extensive experience with the complex nature of acquiring governmental approval for the rights to develop property for specific uses, also known as land entitlement. We can help manage the long, complicated, and often controversial process from beginning to end.

Our team can help you:

- Develop a comprehensive analysis of potential property improvements, alternative uses and financial benefits
- Establish a long-term plan that's in line with the mission of your organization
- Provide entitlement services to meet any necessary regulations with the right permits and approvals for land use and development
- Organize your project in a positive way that's supported by your community

PROJECT MANAGEMENT

Unique missions come with unique organizational needs. And that can make navigating the ins and outs of commercial real estate a challenge, to say the least. As the project manager, we provide seamless communication and coordination throughout your entire project. We have years of experience working closely with city and county governments and other regulatory agencies. Our trusted consultants include planners, urban designers, engineers, architects, financial consultants and others.

Our project management services save our clients money, time and energy. We do this by ensuring outside vendors are honest and fair. We work with them to make sure your project is completed on time and on budget. Our experience and technical knowledge allow our clients to focus on their mission and organization without distractions.

BROKERAGE

In good standing with the California Bureau of Real Estate (company license # 01521674), DCG offers brokerage services to property owners, tenants, and buyers throughout California.

Whether you're buying, selling or leasing a property, we can help you facilitate a solution that is in sync with your organization's values and vision.

DCG handles a variety of property types including office, industrial, retail, multi-family, residential, land, as well as special purpose properties such as churches, other religious facilities, and educational facilities. DCG's partnership approach to client success is best embodied in our atypical approach to broker services. While we offer the "traditional" services you'd expect from a commercial broker, we excel at managing the complexities inherent in dealing with special-purpose properties.

We can help you:

- Balance the needs of your community and your organization with current real estate listings
- Look for leasing opportunities that can bring in revenue
- Determine the current value of your existing property
- Use your commercial real estate assets to stabilize your organization's financial outlook
- Purchase and sell real estate assets

HOW CAN WE HELP TURN YOUR REAL ESTATE INTO A REAL FUTURE FOR YOUR ORGANIZATION?



Discover how other organizations have benefited from DCG's expertise.



Visit dcgstrategies.com to learn more about our team, our services, and our passion for helping clients realize the full potential of their real estate assets.



Arrange for a complimentary consultation to explore your opportunities.
(925) 479-1350



Reach us by email at connect@dcgstrategies.com.

APPENDIX

Key team member resumes.



LANDIS GRADEN

FOUNDER, PRESIDENT & CHIEF EXECUTIVE OFFICER

Landis Graden is President, Chief Executive Officer and Founder of DCG Strategies. Landis is a serial entrepreneur having founded over 10 companies and brings to the company over 20 years of business experience.

In 1997, Landis founded Penn & Graden Properties, a residential properties acquisition company, leaving behind a very successful career at a Fortune 500 company. At Penn & Graden, Landis managed multiple real estate investment groups that were focused on acquiring, rehabilitating, and selling undervalued Bay Area properties, all of which resulted in positive returns for investors.

As the previous Chair of the Vallejo Planning Commission, Landis blends his business acumen with a local grasp of his community's needs and values. Fusing opportunity, understanding, and experience has enabled Landis to pursue projects that strengthen the community's economic base, attract new business and jobs, and work towards a sustained, healthy, robust future for the coming generation.

In addition to the Vallejo Planning Commission, Landis is the Board Director on the Vallejo Chamber of Commerce, Board Member for the Community Democratic Club of Solano County, Board President of Glad Tidings Community Development Corporation and previously served on the Board of Brighter Beginnings and the City of Hayward's Economic Development Committee.

A licensed real estate broker, Landis earned a Bachelor of Science Degree in Information Systems Management from the University of San Francisco, and an MBA from Holy Names University.

BRE #01461409



BLAKE PETERS

VICE PRESIDENT, REAL ESTATE DEVELOPMENT SERVICES

Blake Peters joined DCG in 2019 and works closely on large-scale development projects and is well connected in the real estate development fields.

Blake has worked in nearly every facet of real estate development over the past 20 years, including acquisition, entitlements, finance, site design, and construction management. His extensive network of contacts in the affordable housing, home building, and senior care industries allows for a collaborative, team approach to larger development projects.

Blake's professional background includes his current roles as Partner in New Cities Investment Partners, LLC, Vice President of Bay Area Property Developers, LLC, and President of Miramonte Development, Inc. Prior to joining DCG, Blake was the Director of Acquisitions for MidPen Housing, Director of Consulting Services for Prudential Land and Commercial, Project Developer for Eden Housing, Land Acquisition Manager for John Laing Homes, and Project Manager for New Cities Development Group. His construction experience includes 3 years as a Construction Superintendent overseeing mid-rise podium apartments and luxury condominiums.

Blake has served on the Board of Directors for the North State Building Industry Association, the Site Selection Committee for HomeAid, and the Advisory Board for the CA Infill Builders Council.

Blake graduated from University of California at Davis with a Bachelor of Science in Environmental Policy Analysis and Planning, with an emphasis in Land Use Planning.



LAUREN JENNINGS

VICE PRESIDENT, OPERATIONS

Lauren Jennings joined DCG in 2014, and is responsible for the strategic implementation of daily business operations as the Vice President of Operations. Prior to joining DCG, Lauren was the General Manager for Wedgewood Wedding & Banquet Center in San Ramon, CA. In her role, she increased sales and reduced costs which resulted in a 34% increase in annual profits within first two years of position and led the property to receive “Property of the Year Award” for 2012 besting other company locations.

Lauren has invested significant time in volunteer and leadership activities over the years, including mentoring high school young women to build their self-esteem and empower them to fulfill their highest potential. Currently, Lauren serves as Worship Leader and Social Media Director for Kingdom Builders Christian Fellowship in Oakland. She serves on the board for the Cornell Hotel Society, Northern California Chapter and CREW, East Bay, an organization dedicated to enhancing professional growth and business opportunities for women in commercial real estate. Lauren was nominated for and recognized in 2017 as a Rising Rockstar, an award given to exceptional women, thirty-five years and younger, who are influential, dynamic and show early promise as an industry leader. She currently serves as the Chair for the Rising Leaders Committee with CREW, East Bay and 2020 President of the organization.

In addition, Lauren is a member of and volunteers with Alpha Kappa Alpha Sorority, Incorporated and the Cornell Alumni Admissions Ambassador Network. Lauren graduated from Cornell University with a Bachelor of Science degree. She earned her California Department of Real Estate License in 2015.

BRE # 01975174



JAMIL MUCHELL

BROKER SERVICES MANAGER

Jamil Muchell joined DCG in 2010. Jamil oversees and manages DCG's broker activities as Broker Services Manager. His clients have included Northern California Community Development, Next Generation Churches, Price and Associates, and El Cerrito Chinese Community Church.

Previously, Jamil was a coach and trainer at Triple Threat Academy where he trained children, high school students, and some college students in age-appropriate basketball skills and sportsmanship. In addition, he managed various summer camp sessions – each focused on teaching children different skills. He was also responsible for supervising other trainers at Triple Threat Academy. At Chabot College, Jamil worked as a Summer Youth Sports Camp Counselor where he mentored and advised youth in various sports activities. From 2005-2006, he was a Teleconferencing Technician at Holy Names University, where he operated multiple cameras in the campus' video control room.

Jamil received his MBA with a concentration in Management and Leadership from Holy Names University and a B.S. in Business Administration with emphases in Entrepreneurship 15 and Corporate Management from Cal State University East Bay. He earned his California Department of Real Estate License in 2006.

BRE # 01763115



SUMARI BARNES

PROJECT COORDINATOR

Sumari Barnes joined DCG Strategies in 2019 and is proud to be a part of a company whose mission is to help community-based organizations maximize the benefit to their community. As a project coordinator, Sumari works directly with project managers on a broad scale of tasks, and provides administrative support on client projects.

Most recently, Sumari worked with The Bay Area Community Benefit Organization organizing educational community events on property development, political involvement, and more. Sumari also worked with the National Association of Real Estate Brokers Sales Division, strategizing campaigns to help REALTISTS achieve their goal to create 2 million new Black home owners in 5 years and increase overall sales. In her role, she championed a \$50 million dollar commitment for down payment assistance, allowing clients to buy homes with no money down as well as organized a national luxury housing sales certification training.

Sumari obtained a BA from Loyola Marymount University in African American Studies with a double minor in Political Science and Journalism.

APPENDIX

Objections to District's form of agreement, reasonably described and including proposed change(s).

FORM OF AGREEMENT

DCG has read and reviewed the form of the Agreement included as Exhibit "A" of the RFQP. DCG proposes the following changes to the form of Agreement:

12. Termination:

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:


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

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

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

Date: June 8, 2020

Name of Consultant: DCG Strategies, Inc.

Signature:  _____

Print Name and Title: Landis Graden, Chief Executive Officer

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

X Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: June 8, 2020

Name of Consultant: DCG Strategies, Inc.

Signature: 

Print Name and Title: Landis Graden, Chief Executive Officer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 97 B3V898 6

Named Insured:

DCG STRATEGIES INC
7600 DUBLIN BLVD STE 275
DUBLIN CA 94568-2911

Name And Address Of Additional Insured Person Or Organization:

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY STE 295
OAKLAND CA 94607

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

b. Products – Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

- (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
- (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 97 B3V898 6

Named Insured:

DCG STRATEGIES INC
7600 DUBLIN BLVD STE 275
DUBLIN CA 94568-2911

Name And Address Of Person Or Organization:

OAKLAND UNIFIED SCHOOL DISTRICT
1000 BROADWAY STE 295
OAKLAND CA 94607

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2020

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

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

PRODUCER Santa Maria & Company 1550 Parkside Drive Suite #200 Walnut Creek, CA 94596 www.smcrisk.com	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): 925-956-7600 E-MAIL ADDRESS: certificates@smcrisk.com	FAX (A/C. No.): 925-956-7601
	INSURER(S) AFFORDING COVERAGE	
INSURED DCG Strategies 7600 Dublin Blvd. Suite 275 Dublin CA 94568	INSURER A: Scottsdale Indemnity Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
NAIC # 15580		

COVERAGES

CERTIFICATE NUMBER: 56296467

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (E&O)			EK13321370	2/28/2020	2/28/2021	\$1,000,000 - Each Claim \$1,000,000 - Aggregate \$25,000 - Each Claim Retention

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

Evidence of Coverage.

CERTIFICATE HOLDER
 Oakland Unified School District
 1000 Broadway Ste 150
 Oakland CA 94607
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Craig Santa Maria

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Planning & Management Project	Site	918
---------------------	--	-------------	-----

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	---

Contractor Information

Contractor Name	DCG Strategies, Inc..	Agency's Contact	Landis Graden		
OUSD Vendor ID #		Title	Owner		
Street Address	7600 Dublin Blvd. Ste. 275	City	Dublin	State	CA
Telephone	408-769-6000	Zip	944568		
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		
OUSD Project #	00918				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-25-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	3-15-2021
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$ 35,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

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 #	Funding Source	Org Key	Object Code	Amount
9000/0000	Fund 40	400-0000-0-9000-8500-6289-918-9180-9000-9999-99999	6289	\$35,500.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning & Management				
	Signature	Date Approved	7/14/20		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	July 14, 2020		
3.	Interim Deputy Chief, Facilities Planning & Management				
	Signature	Date Approved	7/14/20		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			