

Board Office Use: Legislative File Info.	
File ID Number	19-1500
Introduction Date	8/14/19
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
Andrea Epps, Staff Attorney

**Board Meeting Date** 8/14/19  
**Subject** Professional Services Contract  
Contractor: BLX Group LLC  
Services For:

**Action Requested and Recommendation** Ratification by the Board of Education of Professional Services Contract between the District and BLX Group LLC, Los Angeles, CA, for the latter to provide and prepare a five year historical continuing disclosure compliance review of the District's outstanding bonds and prepare a report summarizing their findings, as more specifically described in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth

for the period of 6/20/2019 through 8/31/2019 in an amount not to exceed \$5,000.00.

**Background**  
*(Why do we need these services? Why have you selected this vendor?)* BLX will assist with the preparation of a five year historical continuing disclosure compliance review, which is an SEC requirement. For more than 15 years, BLX has helped issuers and obligated persons comply with their obligations to provide continuing disclosure information to the public.

**Competitively Bid** Was this contract competitively bid? No  
If no, exception: Professional Services Agreement of less than \$92,600

**Fiscal Impact** Funding resource(s): General Purpose

**Attachments** ● Professional Services Contract

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into between BLX Group LLC (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. CONTRACTOR and OUSD (together, the "Parties") agree as follows:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Term:** The term of this Agreement shall be from June 20, 2019 to the delivery the final report or August 31, 2019, whichever is sooner. The work shall be completed no later than August 31, 2019.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall be \$5,000.00. This fee includes the Scope of Services defined above and is inclusive of all expenses incurred by CONTRACTOR in connection with this engagement and is due upon delivery of the final report.
4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **CONTRACTOR Qualifications / Performance of Services:**
  1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
  2. **Standard of Care:** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. CONTRACTOR'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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
    - ii. CONTRACTOR 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 CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.
  3. **District Approval.** The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of inspection and supervision to secure the satisfactory completion thereof.
6. **Certificates/Permits/Licenses/Registration:** CONTRACTOR and all CONTRACTOR'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.
7. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
8. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Kyla Johnson-Trammel  
Curtiss Sarikey  
Michael L. Smith  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607  
(510) 879-8535  
[ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

**CONTRACTOR:**

Jeffrey R. Higgins  
Managing Director  
777 South Figueroa Street, Suite 3200  
Los Angeles, CA 90017  
(213) 612-2209  
[jhiggins@CONTRACTORgroup.com](mailto:jhiggins@CONTRACTORgroup.com)

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR 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 CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
10. **Non-Legal Services:** OUSD acknowledges that although CONTRACTOR is presently wholly owned by the law firm of Orrick, Herrington & Sutcliffe LLP ("Orrick") (1) CONTRACTOR does not operate as a part of the law firm, its employees are not lawyers and the services it provides, including all services contemplated by this agreement, are not legal services and do not include legal advice or legal opinions of any kind; (2) CONTRACTOR is not being engaged hereunder to make any inquiry to attorneys or others at Orrick for legal advice or for information anyone at Orrick may have which might be relevant; (3) this agreement does not establish any attorney-client or other relationship with Orrick, and Orrick is not in any manner involved in or responsible for the services to be provided by CONTRACTOR under this agreement and shall not be held liable in any manner for such services; and (4) this agreement and CONTRACTOR's relationship to Orrick does not represent any basis for a conflict-of-interest to be considered to exist by reason of any attorney-client relationship that Orrick may have had, have, or hereafter enter into (even if adverse to OUSD).
11. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.  

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
12. **Additional Conflict of Interest Disclosures:** OUSD is aware that CONTRACTOR is a subsidiary of Orrick. CONTRACTOR and/or Orrick may have client relationships with other parties involved in some manner with OUSD or the proposed financing transaction (for example, underwriters, purchasers, counterparties, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to OUSD or some unrelated matter(s). Those participants are and will not be clients of CONTRACTOR with respect to the financing transactions that are the subject of this engagement. However, to the extent that, because of any other relationship between Orrick or CONTRACTOR and other participants, there may appear to be or is any conflict of interest, actual or potential, with respect to OUSD's engagement of CONTRACTOR, absent notification by OUSD to the contrary, OUSD is hereby deemed to waive any such conflict and consents to any such other relationship. CONTRACTOR has taken steps to identify potential conflicts of interest that may impact its ability to fulfill its regulatory duties to OUSD under this engagement. At this time, CONTRACTOR is not aware of any conflict at this time.
13. **CONTRACTOR not acting as Municipal Advisor:** OUSD acknowledges and agrees that (i) CONTRACTOR is not providing advice and is not acting as a municipal advisor, financial advisor, agent or fiduciary to OUSD; (ii) CONTRACTOR has not assumed any advisory or fiduciary responsibility to OUSD with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations CONTRACTOR has to OUSD with respect to the transaction contemplated hereby are expressly set forth herein or in the Report (provided that nothing in this clause shall be construed to eliminate any state law requirement of good faith and fair dealing between parties to a commercial transaction); and (iv) OUSD has consulted with its own legal, financial and other advisors, as applicable, with regard to the proposed issuance of municipal securities.
14. **Municipal Advisor Disclosures:** CONTRACTOR is registered with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") as a municipal advisor. As a municipal advisor, CONTRACTOR is subject to certain rules and regulations of those organizations. Pursuant to proposed MSRB rules, we are required to deal fairly with all persons. SEC rules also confirm that we are to uphold a fiduciary duty to municipal advisory clients. During the course of the engagement, CONTRACTOR may be required to deliver certain notices or information to OUSD. These notices will be delivered to OUSD and in

many cases, MSRB rules request that we obtain written acknowledgement of these disclosures or that we document in writing in our records why such acknowledgement was not obtained. Your assistance in acknowledging receipt of these disclosures is appreciated.

15. **Other Municipal Advisor Relationships:** CONTRACTOR serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another CONTRACTOR client. For example, CONTRACTOR serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to OUSD. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, CONTRACTOR could potentially face a conflict of interest arising from these competing client interests. CONTRACTOR fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with OUSD. If CONTRACTOR becomes aware of any additional potential or actual conflict of interest after this disclosure, CONTRACTOR will disclose the detailed information in writing to OUSD in a timely manner.
16. **Legal or Disciplinary Events:** CONTRACTOR does not have any legal events or disciplinary history on CONTRACTOR's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. OUSD may electronically access CONTRACTOR's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website using CIK 0001610628 in the fast search field: [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html). There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against CONTRACTOR, CONTRACTOR will provide complete disclosure to OUSD in detail allowing OUSD to evaluate CONTRACTOR, its management and personnel.
17. **Municipal Securities Rulemaking Board Rule G-10 Disclosure:** Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:
  - CONTRACTOR is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
  - Within the Municipal Securities Rulemaking Board ("MSRB") website at [www.msrb.org](http://www.msrb.org), OUSD may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.
18. **Insurance:**
  1. Unless specifically waived by OUSD, the following insurance is required:
    - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
    - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
    - iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
19. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
20. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
21. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
22. **Termination:**
  1. **For Convenience by OUSD:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement.

In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

2. **With Cause by District.** OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - i. material violation of this Agreement by the CONTRACTOR; or
  - ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
  - iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD 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, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD'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 OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.


23. **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.
24. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate CONTRACTOR and CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
25. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR 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. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
27. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
28. **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.
29. **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.
30. **Captions and Interpretations:** Section and 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.
31. **Calculation of Time:** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
32. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of

Professional Services Contract

authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

- 33. **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 three (3) 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.
- 34. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 35. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 36. **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.
- 37. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 38. **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.
- 39. **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 given the proper authority and empowered to enter into this Agreement.
- 40. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 41. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 42. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief

Secretary, Board of Education

5/28/19  
Date

Date

CONTRACTOR

  
 Contractor Signature

6-27-19  
Date

Jeffrey R. Higgins, Managing Director  
Print Name, Title

Form approved by OUSD General Counsel for this Custom Contract

## EXHIBIT "A" SCOPE OF WORK

### Description of Services to be Provided:

1. Review applicable Continuing Disclosure Agreements for bonds outstanding during the period from June 10, 2014 to June 10, 2019.
2. Determine whether Annual Reports were filed with the Municipal Securities Rulemaking Board Electronic Municipal Market Access System ("EMMA") and any state information depository ("SID") for each bond issue covered by a Continuing Disclosure Agreement during the time period referenced in Item #1 above.
3. Determine whether these Annual Reports were filed by the date required in the Continuing Disclosure Agreement.
4. Determine whether each Annual Report appears to include information as to the subject matters required under the applicable Continuing Disclosure Agreement to the extent such subject matters are specifically identified in the Continuing Disclosure Agreement.
5. Determine whether Disclosure Event Notices were filed.
6. Provide a list of Disclosure Event Notices that were filed and the date of such filings.
7. Provide the date of the Disclosure Event to the extent provided in the Disclosure Event Notice.
8. Determine if any rating changes occurred for which Disclosure Event notices did not appear to be provided on EMMA.
9. Render a report summarizing our findings described in items 1-8 above.