

Board Office Use: Legislative File Info.	
File ID Number	13-2344
Introduction Date	10-23-13
Enactment Number	13-2220
Enactment Date	10-23-13

# Memo

**To** Board of Education

**From** Tim White, Associate Superintendent  
Jacqueline P. Minor, General Counsel

**Board Meeting Date** October 23, 2013

**Subject** **AMENDMENT IV TO AGREEMENT WITH PUBLIC ECONOMICS, INC.**

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**Action Requested** Approval of Amendment IV to Agreement with Public Economics, Inc.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

Public Economics, Inc. has advised the District on redevelopment agency pass throughs for many years. Because of significant changes in redevelopment law, including the establishment of the successor agency to the Oakland Redevelopment Agency on which the District is one of the voting, participating agencies, the District has a need for ongoing advice from Public Economics, Inc.

**Discussion**  
*One paragraph summary of the scope of work.*

The term of the agreement is July 1, 2014 to June 30, 2016, for an amount not to exceed \$75,000.

**Recommendation** Approval of Amendment IV to Agreement with Public Economics, Inc.

**Fiscal Impact** Funding resource name: Measure J Bonds, not to exceed \$75,000

**Attachments**

- Amendment IV
- Prior Amendments and Agreement

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**AMENDMENT IV TO  
AGREEMENT  
Between  
OAKLAND UNIFIED SCHOOL DISTRICT  
And  
Public Economics, Inc.  
FYs 2013-14 through 2015-16**

By Enactment Number 11-0730 on April 27, 2011, the Board of Education approved Amendment III to the a professional services agreement between the District and Public Economics, Inc. (hereinafter "CONSULTANT" or "CONTRACTOR for the latter to advise the District on redevelopment agency pass throughs. Because of significant changes in redevelopment law, including the establishment of the successor agency to the Oakland Redevelopment Agency on which the District is one of the voting, participating agencies, the District has a need for ongoing advice from CONTRACTOR.

The Parties hereby agree to further amend said Agreement as follows:

**TERM.** The term shall be July 1, 2013 to June 30, 2016.

**FEES.**

Billing Rates

Tasks which are unique to District will be billed at the following one-client rates:

Principals        \$250  
Consultants\*    \$150 to \$225  
Research Assistants    \$110

\* Specific billing rates will depend on the expertise of the individual professional performing the work. The contract shall not exceed \$75,000. Consultant shall be reimbursed separately for travel; telephone toll charges; express mail, messenger or delivery service for the term of this Agreement, provided that these cumulative out-of-pocket costs do not exceed Two Thousand Dollars (\$2,000.00) per fiscal year.

3. Except as expressly provided above, the Agreement and prior amendments are unchanged.

This Amendment IV to the Agreement, together with prior amendments between the CONSULTANT and the District constitutes the entire understanding and agreement between the Parties. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect

except in a writing signed by each party.

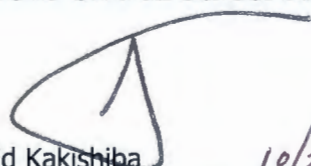
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment IV to the Agreement.

**Public Economics, Inc.**




Dante Gumucio, CEO

**Oakland Unified School District**

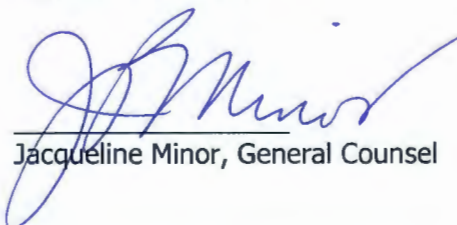


David Kakishiba 10/24/13  
President, Board of Education



Dr. Gary Yee 10/24/13  
Superintendent and Secretary, Board of Education

Approved as to Form



Jacqueline Minor, General Counsel

File ID Number: 13-2344  
Introduction Date: 10-23-13  
Enactment Number: 13-2220  
Enactment Date: 10-23-13  
By:



**EXHIBIT A**  
**SCOPE OF WORK AND**  
**HOURLY BILLING RATES**  
**Oakland Unified School District**  
**Consulting Services Regarding**  
**Former Redevelopment Agencies**

**FYs 2012-13 and 2013-14**

Consulting services regarding pass-through payments, excess revenues, and other revenues from former redevelopment agencies ("RDAs") pursuant to ABX1 26 include but are not limited to:

- 1. Provide Background Information Regarding ABX1 26**
- 2. Provide Ongoing Staff Support to District Appointee to Oversight Board for City of Oakland as Successor Agency ("SA") to Former Oakland RDA**
- 3. Evaluate Recognized Payment Obligation Schedules ("ROPS") Prepared by SA**
- 4. Monitor and Evaluate Accuracy of Pass-Through Payments from County Auditor-Controller ("A-C") and/or Former RDA/SA**
- 5. Monitor and Evaluate Accuracy of Excess and Other Revenue Estimates by State Department of Finance and/or County A-C**
- 6. Compile Data from County A-C and/or SA**
- 7. Advise District Regarding Accounting and Reporting of Pass-Throughs, Excess Revenues, and Other Revenues**
- 8. Prepare Updated Pass-Through Projections for Future Years**
- 9. Prepare Pass-Through Compliance Audit for Past Years**
- 10. Assist District with Collections of Prior or Current Year Pass-through Underpayments**
- 11. Evaluate of Recent/Proposed RDA-Related Legislation or Litigation**
- 12. Assist District with Facilities Financing Plan Involving Former RDA Pass-Throughs\***
- 13. Other Services Requested by District\***

\*--Optional tasks not included in Budget

**Billing Rates**

Tasks which are unique to District will be billed at the following one-client rates:

Principals	\$250
Consultants*	\$150 to \$225
Research Assistants	\$110

\* Specific billing rates will depend on the expertise of the individual professional performing the work

Tasks which are provided jointly to District and Other Districts will be billed at *reduced multi-client rates*. While providing joint services to District and Other Districts results in an increase

in total billings, cost sharing among many clients greatly reduces the cost to each individual client, including District.

**General Conditions**

As set forth in the Agreement, costs to Consultant of incidental expenses pertaining to the Scope of Work will be charged on a cost recovery basis. Consultant will submit monthly invoices to Client as set forth in Agreement. Each monthly invoice will show specific services provided and expenses incurred.

*Some or all of the cost of services rendered under the Agreement may be reimbursed to District's general fund, in whole or in part, from the proceeds of former RDA pass-through payments received by District; or with approval of bond counsel, from the proceeds of lease-purchase or other financings secured or repaid with such payments; or with approval of the Commission on State Mandates, from the State of California.*

**Limitations**

If tasks or services are required or requested which are not included in the Scope of Work, then such tasks may be defined as Additional Work. Additional Work will be performed only with the express consent of the District. Additional Work will be clearly identified in each monthly invoice, and will be charged on a time and materials basis at the hourly rates indicated above.

Board Office Use: Legislative File Info.	
File ID Number	11-0850
Committee	Facilities
Introduction Date	4-19-2011
Enactment Number	11-0730
Enactment Date	4-27-11 <i>JS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

*... Living Students*

## Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent  
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date April 27, 2011

Subject Amendment No. 3, Professional Services Facilities Contract - Public Economics, Inc.- Division of Facilities, Planning and Management Project

**Action Requested** Approval by the Board of Education of Amendment No. 3, Professional Services Facilities Contract with Public Economics, Inc. for Redevelopment Services on behalf of the District at Division of Facilities, Planning and Management Project, revising the end date from June 30, 2010 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Based on preliminary research by PEI, the District appears to have at least 10 actual or potential statutory entitlements to pass-through payments from the Oakland Redevelopment Agency (RDA) including: seven actual AB 1290 entitlements in post-1994 redevelopment area (Projects), three potential AB 1290 entitlements in pre-1994 project.

**Local Business Participation Percentage** 0.00% (Sole Source)

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction





## OAKLAND UNIFIED SCHOOL DISTRICT

*Our only schools, the only students*

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rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

### Recommendation

Approval by the Board of Education of Amendment No. 3, Professional Services Facilities Contract with Public Economics, Inc. for Redevelopment Services on behalf of the District at Division of Facilities, Planning and Management Project, revising the end date from June 30, 2010 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

### Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

### Attachments

- Professional Services Contract including scope of work

### Key Code:

9189303805-5825



OAKLAND UNIFIED  
SCHOOL DISTRICT

2X0301 7.1.2010

## AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Public Economics, Inc.** (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on **June 30, 2010**, and the parties agree to amend that Agreement as follows:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: The scope of the project is for the latter to provide additional background information to District staff and/or District's Board of Trustees about redevelopment and pass-through entitlements in general and various other items described herein in conjunction with the Division of Facilities, Planning and Management Project.</p>		
<b>2. Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b>Two years (days/weeks/months)</b>, and the amended expiration date is <b>June 30, 2012</b>.</p>		
<b>3. Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p><input type="checkbox"/> Increase of _____ original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is _____ dollars (\$ _____)</p>		

**4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**5. Amendment History:**

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	12-17-2008	The scope of the project is to provide additional background information to District staff and/or the District's Board of Trustee about redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments for the District Wide Redevelopment Agency Services Project.	\$0.00
2	11-18-2009	The scope of the project is to provide additional background information to District staff and/or the District's Board of Trustee about redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments for the District Wide Redevelopment Agency Services Project.	\$0.00

10946 1001

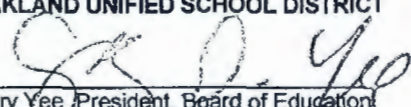
15-11-11

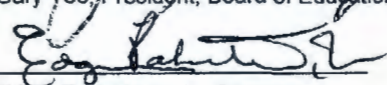
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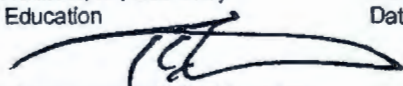


6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

## OAKLAND UNIFIED SCHOOL DISTRICT

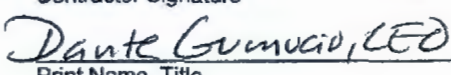
  
Gary Yee, President, Board of Education  
Date 4/28/11


  
Edgar Rakestraw, Jr., Secretary  
Board of Education  
Date 4/28/11

  
Timothy White, Assistant Superintendent  
Facilities, Planning and Management  
Date \_\_\_\_\_

## CONTRACTOR

  
Contractor Signature  
Date 3-30-11

  
Print Name, Title

File ID Number: 11-0850  
Introduction Date: 4-19-11  
Enactment Number: 11-0730  
Enactment Date: 4-27-11  
By: 

## EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SEE  
ATTACHED  
SCOPE OF WORK

### SCOPE OF WORK

Contractor Name: Pubic Economics, Inc.

Billing Rate: \$0.00

### Description of Services to be Provided

\_\_\_\_\_ will provide a maximum of \_\_\_\_\_ hours of services at a rate of  
\$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_.

**1. Goals or Objectives**

Analysis on Redevelopment Funding

**2. Description of Services to be Provided**

The scope of the project is for the latter to provide additional background information to District staff and/or District's Board of Trustees about redevelopment and pass-through entitlements in general and various other items described herein in conjunction with the Division of Facilities, Planning and Management Project.

**3. Deliverables**

Analysis, consultation and advertisement on Redevelopment Funding. Pass-throughs and Redevelopment Agency Regulations report.

**EXHIBIT A**  
**SCOPE OF WORK**  
**Redevelopment Consulting Services for**  
**Oakland Unified School District**  
**FYs 2010-11 and 2011-12**

Redevelopment consulting services include analysis and evaluation of new and ongoing redevelopment matters of importance to the District, including but not limited to:

- 1. Background Information**
- 2. Update Redevelopment Pass-Through Entitlements**
- 3. Data Collection, Processing, and Evaluation**
- 4. RDA Pass-Through Accounting and Reporting**
- 5. RDA Pass-Through Projections**
- 6. RDA Compliance Audit**
- 7. RDA Pass-Through Collections**
- 8. Negotiations with RDAs**
- 9. Evaluation of Recent/Proposed RDA-Related Legislation or Litigation**
- 10. Financing Plan\***
- 11. Additional Facilities-Specific Funding\***
- 12. Financing Implementation\***
- 13. New Project Adoptions/Amendments\***
- 14. Other Redevelopment Services Requested by District\***

\*--Optional tasks not included in Budget

**Billing Rates**

Tasks which are unique to District will be billed at the following one-client rates:

Principals	\$225
Consultants*	\$150 to \$210
Research Assistants	\$110

\* Specific billing rates will depend on the expertise of the individual professional performing the work

Tasks which are provided jointly to District and Other Districts will be billed at *reduced multi-client rates*. While providing joint services to District and Other Districts results in an increase in total billings, cost sharing among many clients greatly reduces the cost to each individual client, including District.

**General Conditions**

As set forth in the Agreement, costs to Consultant of incidental expenses pertaining to the Scope of Work will be charged on a cost recovery basis. Consultant will submit monthly invoices to Client as set forth in Agreement. Each monthly invoice will show specific services provided and expenses incurred.



*Some or all of the cost of services rendered under the Agreement may be reimbursed to District's general fund, in whole or in part, from the proceeds of RDA pass-through payments received by District; or with approval of bond counsel, from the proceeds of lease-purchase or other financings secured or repaid with such payments; or with approval of the Commission on State Mandates, from the State of California.*

**Limitations**

If tasks or services are required or requested which are not included in the Scope of Work, then such tasks may be defined as Additional Work. Additional Work will be performed only with the express consent of the District. Additional Work will be clearly identified in each monthly invoice, and will be charged on a time and materials basis at the hourly rates indicated above.

## LEGISLATIVE FILE

File ID No. 09-3019  
Introduction Date 11-10-09  
Enactment No. 09-2342  
Enactment Date 11-18-09  
By RJ

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
November 18, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent  
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Amendment No. 2 - Public Economics, Inc. - Division of Facilities, Planning and Management Project

*Robert Moore for Timothy E. White*

### ACTION REQUESTED

Approval by the Board of Education of Amendment No. 2 with Public Economics, Inc. for Additional Redevelopment Agency Services on behalf of the District for the Division of Facilities, Planning and Management Project, revising the end date from June 30, 2009 to June 30, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

### BACKGROUND

Based on preliminary research by PEI, the District appears to have at least 10 actual or potential statutory entitlements to pass-through payments from the Oakland Redevelopment Agency (RDA) including: seven actual AB 1290 entitlements in post-1994 redevelopment area (Projects), three potential AB 1290 entitlements in pre-1994 project. PEI has been hired by the District to determine the entitlements due the District.

### STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach

ER:TEW:SMB

P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Public Economics, Inc\08098\Amendment No. 2\Template- Board memo-Amendment.1d.doc

is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

#### **DISCUSSION**

The scope of the project is to provide additional background information to District staff and/or the District's Board of Trustee about redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments for the District Wide Redevelopment Agency Services Project.

#### **LOCAL BUSINESS PARTICIPATION PERCENTAGE**

0% - Sole source vendor

#### **FISCAL IMPACT**

The funding source for this project is General Obligation Bond-Measure A.

#### **RECOMMENDATION**

Approval by the Board of Education of Amendment No. 2 with Public Economics, Inc. for Additional Redevelopment Agency Services on behalf of the District for the Division of Facilities, Planning and Management Project, revising the end date from June 30, 2009 to June 30, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 9189303805-5825



PLANNING  
MANAGEMENT  
DEPARTMENT

AMENDMENT NO.2 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT AND PUBLIC ECONOMICS, INC.  
DATED JULY 1, 2008

This 2<sup>nd</sup> Amendment is entered into this 6th day of October, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND PUBLIC ECONOMICS, INC. ("CONSULTANT") for the Division of Facilities, Planning and Management Project

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional redevelopment services provided by CONSULTANT. Whereas, consultant is to provide additional background information to District staff and/or the District's Board of Trustee about redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments for the District-wide Redevelopment Agency Services Project. Amending the end date from June 30, 2009 to June 30, 2010, due to a District requested change.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

**I. SCOPE OF WORK**

*Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:*

*The scope of the project is for the consultant is to provide additional background information to District staff and/or the District's Board of Trustee about redevelopment and pass-through entitlements.*

**II. PROJECT SCHEDULE**

*Appendix C is hereby modified to extend the end date from June 30, 2009 to June 30, 2010.*

All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Public Economics, Inc.

By: Dante Armin

Dated: 10-9-09

Title: CEO

OAKLAND UNIFIED SCHOOL DISTRICT

By: Noel Gallo  
Noel Gallo, President of the Board of Education

Dated: 11/19/09

By: Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., District Secretary

Dated: 11/19/09

By: Timothy E. White  
Timothy E. White, Assistant Superintendent,  
Division of Facilities, Planning & Management

Dated: 10/27/09

Approved as to form:

Cate Boskoff  
Cate Boskoff, Facilities Counsel

Dated: 10-27-09

Attachments: Agreement for Professional Services with Public Economics, Inc. dated July 1, 2008

Consultant: Public Economics, Inc.  
School: Division of Facilities, Planning and Management  
Funding: General Obligation Bond-Measure A



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**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**Public Economics, Inc.**

**FOR**

**Additional Services for the  
Facilities Redevelopment Agency Services Project**

**Project Number: NA**

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**OAKLAND UNIFIED SCHOOL DISTRICT**

**October 29, 2008**

AMENDMENT NO.1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT AND PUBLIC ECONOMICS, INC.  
DATED JULY 1, 2007

This 1<sup>st</sup> Amendment is entered into this 29th day of October, 2008 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND PUBLIC ECONOMICS, INC. ("CONSULTANT") for the Facilities Redevelopment Agency Services.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional consulting services provided by CONSULTANT. Whereas consultant is to provide additional background information to District staff and/or the District's Board of Trustee's about the redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments for the District Wide Redevelopment Agency Services Projects.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

*I. SCOPE OF WORK*

*Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:*

*To provide additional background information to District about redevelopment and pass-through entitlements.*

*II. COMPENSATION*

*Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional consulting services for the Facilities Redevelopment Agency Services Project. The date of June 30, 2008 is hereby amended to a new end date of June 30, 2009.*

*III. PROJECT SCHEDULE*

*Appendix C is hereby modified to extend the end date from June 30, 2008 to June 30, 2009.*

All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Public Economics, Inc.

By: Dante Lumin

Dated: 11-24-08

Title: CEO

OAKLAND UNIFIED SCHOOL DISTRICT

By: David Kakishiba  
David Kakishiba, President of the Board of Education

Dated: 12/19/08

By: Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., District Secretary

Dated: 12/18/08

By: Timothy E. White  
Timothy E. White, Assistant Superintendent,  
Division of Facilities, Planning & Management,  
Buildings and Grounds and Custodial Services

Dated: \_\_\_\_\_

Approved as to form:

Cate Boskoff  
Cate Boskoff, Facilities Counsel

LEGISLATIVE COUNCIL  
File No. 08-3196  
Introduction Date 12/17/08  
District No. 08-2291  
Effective Date 12/17/08  
Dated: 12-17-08

Attachments: Agreement for Professional Services with Public Economics, Inc. dated July 1, 2007

Consultant: Public Economics, Inc.  
School: Division of Facilities, Planning and Management  
Funding: General Obligation Bond-Measure A



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AGREEMENT FOR PROFESSIONAL SERVICES

WITH

**Public Economics, Inc.**

FOR

Redevelopment Agency Services  
O.U.S.D. Project Number: NA

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June 21, 2007

OAKLAND UNIFIED SCHOOL DISTRICT

## AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and PUBLIC ECONOMICS, INC., 820 West Town & Country Road, Orange, CA 92868-4712 (hereinafter "Consultant")

### RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to providing background information to District staff and/or the District's Board of Trustees about redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments for the District Wide Redevelopment Agency Services Project per Exhibit A which forms an integral part of this contract and is attached

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows

### 1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

- 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
- 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
- 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality
- 1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

### 2 Term of the Agreement

2.1 The term of this Agreement shall commence on July 1, 2007 and shall conclude no later than June 30, 2008.

### 3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work" attached

hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified

- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

#### 4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix B.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

#### 5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

#### 6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

#### 7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the

necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project

- 7.2 The granting of any progress payment by District or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District whether under this Agreement or other applicable law, shall be cumulative

## 8 Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

## 9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The



acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above

10 Independent Contractor: Payment of Taxes and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from: bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable. *NOT APPLICABLE: Consultant does not own or use owned automobiles in providing services under this Agreement.*

11.1.5 Professional Liability Insurance with limits not less than \$500,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
  - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods.

- 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured. All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement

12 Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

- 13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;
- 13.1.2 Consultant shall deliver to District possession of the Work in its then condition including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

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

To District: Timothy F. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

To Consultant: Dante Gumucio  
Public Economics, Inc.  
820 West Town & Country Road  
Orange, CA 92868-4712

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.



18 Audit and Inspection of Records

- 18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan

19 Subcontracting/District Employees/Assignment

- 19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein: *none.*
- 19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940

21 Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.
- 21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA") in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators

- 22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.
- 22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.
- 23 Compliance With Laws
- 23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.
- 24 Entire Agreement; Modifications of Agreement
- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its State Administrator, who is authorized to do so, has executed this Agreement

CONSULTANT: Public Economics, Inc.

By: Dante Amador

Dated: 6-26-07

Its: CEO

OAKLAND UNIFIED SCHOOL DISTRICT

By: Kimberly Statham  
Kimberly, Statham, Ph.D., State Administrator

Dated: 8/13/07

By: Timothy E. White  
Timothy E. White,  
Assistant Superintendent, Division of Facilities, Planning &  
Management, Buildings and Grounds and Custodial Services

Dated: \_\_\_\_\_

Approved as to form and procedure:

[Signature]  
Special Facilities Counsel

Dated: 7/11/07

Attachments: Appendix A  
Appendix B  
Appendix C  
Appendix D

## APPENDIX A

### SCOPE OF WORK

The Scope of Work includes the following tasks needed to identify, quantify, protect, and maximize the District's entitlements to payments from redevelopment agencies ("RDAs"). These tasks build on work previously completed for the District and include the following:

#### 1. Background Information

Provide background information to District staff and/or the District's Board of Trustees about redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments.

Work Products: Prepare and provide written materials. Presentations to District staff or Board.

#### 2. Analysis of District Entitlements

Confirm District entitlements to payments from all redevelopment projects ("Projects") within the District. This includes:

- Determine overlap between District boundaries and all cities and unincorporated areas within which Projects may be located
- Obtain copies of pass-through agreements or other contractual entitlements, whether from the District or from individual RDAs, and analyze, evaluate, and summarize such agreements
- Obtain unpublished data from the Alameda County Auditor-Controller ("A-C") for the District portion of each Project area (including tax rate area level for "partial projects," if any), including but not limited to
  - District and ERAF shares of general property tax levy
  - Base year assessed value
  - Current year assessed value
  - Gross tax increment from 1 percent basis levy
- Determine amounts and sources of all redevelopment payments received (or deposited into RDA fund on District's behalf), by type of entitlement, since July 1, 1996, and review accompanying RDA correspondence or documentation (if any)
- Obtain additional documentation from RDA as needed
- Make preliminary determination regarding potential entitlement payment issues
- Provide District staff with written information concerning nature of District entitlements



Work Product: Memorandum report of preliminary findings, including tabular summary of District's actual and potential redevelopment entitlements by Project and type, and relevant Project/entitlement parameters

### 3. Redevelopment Payment Accounting and Reporting

Work with District, Alameda County Office of Education ("ACOE"), and/or County A-C as needed to facilitate segregation and proper accounting and reporting of all redevelopment payments to District, using 56.7 percent of AB 1290 payments for revenue limit offset as required by HSC 33507.5. Inform District regarding utilization of each source of redevelopment payments consistent with corresponding statutory and/or contractual requirements, including but not limited to deferred maintenance, lease or purchase of relocatable classrooms, General Fund reimbursement for past facility expenditures, debt service on existing or future lease purchase financings, etc.

Work Products: Correspondence, budget-related reports

### 4. Past Payment Entitlements

Determine amount of District pass-through entitlements for FY 2001-02 through 2006-07 (or most recent prior year, depending on availability of payment data). Determinations will be based on unpublished data from the County A-C for the District portion of each Project (at the tax rate area level for "partial projects," if any)

Compare District entitlements to amounts actually received by District to determine extent of non-compliance by RDAs for years in question. Analyze and evaluate potential reasons for non-compliance, and review with District staff. If underpayment amounts are sufficient, at direction of District staff, repeat process for additional years prior to FY 2001-02.

Work Products: Work sheets, correspondence

### 5. Future Payments

Prepare projections of future payments to District from all redevelopment entitlements, based on assessed valuations in FY 2006-07 (or most recent prior year, depending on data availability), and estimate the net bonding capacity (i.e., net construction proceeds) of projected future payments. Provide District staff with written information concerning nature of District entitlements, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments

Work Products: Cash flow projections, correspondence

### 6. Official Report

Prepare formal written report incorporating final findings, including:

- Summary of entitlements
- Growth scenarios
- Implementation methods
- Summary of prior year entitlement amounts

- Summary of future year projections
- Payment reporting and accounting
- Legislative issues
- Next steps

*Work Products: Multi-volume written report*

#### **7. Past Payment Collection**

Based on recommendations in Official Report, work with District staff to develop strategy to collect past due or retroactive payments, and enforce District entitlements generally. In conjunction with District legal counsel (if needed), implement strategy to collect past due payments, including as needed:

- Prepare correspondence and/or demand letters (including documentation) to RDAs and/or County A-C
- Meet with RDAs and/or County A-C, evaluate responses, negotiate settlement agreements as needed and ensure correct implementation of entitlements in the future

*Work Products: Correspondence documentation, meetings agreements*

#### **8. Other Services**

Assist District with all other tasks as requested, including (but not limited to):

- Prepare minimal due diligence nexus analysis and related Board resolution(s) and agenda item(s) for expenditures of payments received pursuant to AB 1290
- Prepare technical evaluation of RDA subordination requests, preparation of subordination-related agreements and correspondence
- Prepare evaluation of potential impacts of proposed legislation on value and security of District pass-through entitlements

*Work Products: Correspondence etc*

#### **Limitations**

If tasks or services are required or requested that are not included in the Scope of Work or for which inadequate budget is available, then such tasks may be identified as Additional Work. Additional Work will only be performed at the District's request.

END OF APPENDIX A

## APPENDIX B

### COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of **seventy-five thousand dollars and no cents (\$75,000.00)** for the Redevelopment Agency Services

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

### REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B

## APPENDIX C

### PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

July 1, 2007 to June 30, 2008

### PROJECT BUDGET:

The budget established for this scope of work is **NOT TO EXCEED seventy-five thousand dollars and no cents (\$75,000.00)**. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

### CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between Public Economics, Inc. (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Redevelopment Agency Services

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.



Robert L. Linn Date 6.26.27

\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Date \_\_\_\_\_

END OF APPENDIX C

## APPENDIX D

### CONSULTANT'S BILLING RATES & DIRECT COSTS:

Cost of labor services shall be as follows:

Consultants*	\$125.00 to \$210.00
Research Assistant	\$100.00

All rates stated herein will remain in effect through July 1, 2007. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past June 30, 2008.

END OF APPENDIX D

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
4/5/2011

PRODUCER

Automatic Data Processing Insurance Agency, Inc  
ADP Boulevard  
Roseland, NJ 07068

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Public Economics, Inc.  
820 W. Town & Country Rd  
Orange, CA 92868

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Travelers Property Casualty Company of 25674

INSURER B

INSURER C

INSURER D

INSURER E

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

PRODUCER	INSURED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IJUB1766L97811	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000	
OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Endorsement No. 3

**CERTIFICATE HOLDER**Oakland Unified School District  
Susie Butler-Berkley, Contract Analyst  
955 High St  
Oakland, CA 94601-**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

### Project Information

Project Name	Division of Facilities, Planning and Management	Site	Facilities
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### Basic Directions

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

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

### Contractor Information

Contractor Name	Public Economics, Inc.	Agency's Contact	Dante Gumucio					
OUSD Vendor ID #	1001517	Title	Project Manager					
Street Address	820 West Town and Country Road	City	Orange	State	CA	Zip	92868	
Telephone	714-647-6242	Policy Expires	4-1-2012					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No					
OUSD Project #	NA							

### Term

Date Work Will Begin	6-30-2010	Date Work Will End By (not more than 5 years from start date)	6-30-2012
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$75,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 0.00
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.

Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure A	9189303805	5825	\$0.00
				\$

### 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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	4-6-11		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	4-6-11		
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			