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Enactment Date	6/30/2021 er



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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Facilities Planning & Management Department

Board Meeting Date June 30, 2021

Subject Award of General Services Agreement – Public Economics, Inc. – Facilities Planning & Management Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education to the General Services Agreement between the District and Public Economics, Inc., Orange, California, for the latter to provide consulting services regarding pass-through payments owed by the County Auditor-Controller to District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District, in the not-to-exceed amount of \$60,000.00, with work scheduled to commence on July 1, 2021, and scheduled to last until June 30, 2022.

Discussion Consultant will provide consulting services regarding pass-through payments owed by the County Auditor-Controller to District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District. No bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education to the General Services Agreement between the District and Public Economics, Inc., Orange, California, for the latter to provide consulting services regarding pass-through payments owed by the County Auditor-Controller to District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District, in the not-to-exceed amount of \$60,000.00, with work scheduled to commence on July 1, 2021, and scheduled to last until June 30, 2022.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Scope of Work
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1419

Department: Facilities Planning & Management

Vendor Name: Public Economics, Inc.

Project Name: Facilities Planning & Management Project

Project No.: 00918

Contract Term: Intended Start: 7-1-2021

Intended End: 6-30-2022

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$60,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This consultant was chosen directly based on demonstrated competence, expertise and experience with similar projects they have provided in the past and is currently working for the District. The District identified the chosen consultant as the most qualified at the most reasonable price.

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

Consultant will provide consulting services regarding pass-through payments owed by the County Auditor-Controller to District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Vendor has done and is currently working for the District. Based on expertise with this work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Consultant will provide consulting services regarding pass-through payments owed by the County Auditor-Controller to District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District.”
- Contract price is under the threshold of \$96,700.00

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **July 1, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Public Economics, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): consulting services regarding pass-through payments owed by the County Auditor-Controller to District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District. The Basic Services include all work described in the September 30, 2020, proposal which is attached to this Agreement as Exhibit A. Contractor may only provide other services (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on **July 1, 2021**, and shall terminate upon completion of the Services, but no later than **June 30, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in Exhibit B for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00), which consists of a not-to-exceed amount of Sixty Thousand Dollars (\$60,000.00) for performance of the Basic Services, and a not-to-exceed amount of Zero Dollars (\$0.00) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already

been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance

or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date

of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
23. **Time.** Time is of the essence to this Agreement.
24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.
30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
 - ~~Roof project certification (if required; see Public Contract Code §3006).~~
 - Fingerprinting Notice and Acknowledgement.
 - ~~Iran Contracting Act Certification.~~
 - Workers' Compensation Certification.


- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~


Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

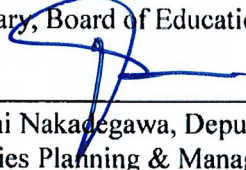
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

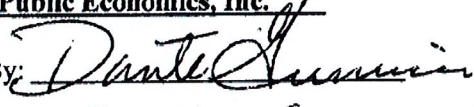

 _____ 7/1/2021
 Shanthi Gonzales, President, Date
 Board of Education


 _____ 7/1/2021
 Kyla Johnson-Trammell, Superintendent Date
 Secretary, Board of Education


 _____ 6/4/21
 Tadashi Nakadegawa, Deputy Chief, Date
 Facilities Planning & Management

CONTRACTOR:

Public Economics, Inc.

By: 
 Name: Dante Gumocid
 Title: CEO

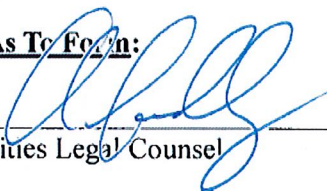
Address for District Notices:

Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 510-535-2728

Address for Contractor Notices:

Public Economics
 221 S. Glassell Street
 Orange, CA 92866
 714-647-6242

Approved As To Form:


 _____ 6/3/21
 OUSD Facilities Legal Counsel Date

General Services – Public Economics – Facilities Planning & Management Project - \$60,000.00
 (SR565566)

Exhibit A

Consultant Professional Services Contract – Public Economics, Inc – Facilities Planning & Management
Department Project - \$60,000.00

September 30, 2020

EXHIBIT A

SCOPE OF WORK
Oakland Unified School District
Consulting Services Regarding
Former Redevelopment Agencies
FYs 2021-22 through 2023-24

Consulting services regarding pass-through payments (“Pass-Throughs”) owed by the County Auditor-Controller (“A-C”) to District on behalf of former redevelopment agencies (“RDAs”), as well as residual distributions and asset liquidation revenues (“Other RDA Revenues”) paid to District, all pursuant to ABX1 26, AB 1484, SB 107, and other legislation (“RDA Dissolution Law”) include, but are not limited to:

Phase 1 Tasks

1. Coordinate with FCMAT and/or State/ County-Appointed Fiscal Advisor

Work with District staff to ensure fiscal health of District by evaluating fiscal risks related to District’s receipt, budgeting, and reliance on Pass-Throughs and Other RDA Revenues, in coordination with FCMAT and/or State/County-appointed fiscal advisor(s).

2. Ensure Use and Reporting of Pass-Throughs Consistent with Education Code

- Ensure correct reporting of 43.3 percent of Pass-Throughs and all Other RDA Revenues on the annual Taxes Report, thereby avoiding excess payments of State Aid that would otherwise need to be repaid by District.
- Ensure compliance with functional and geographic usage restrictions for all Pass-Throughs payments
- Determine prior adoption (if any) by District’s Board of Education of AB 1290 compliance resolution (“Resolution”) regarding geographic usage restrictions on 56.7% facilities share of Pass-Throughs paid to District pursuant to Health and Safety Code (“HSC”) Sections 33607.5(b)-(d) and 33607.7 (“AB 1290 Pass-Throughs”), in order to comply with HSC 33607.5(a)(5)(D)

Resolution will ensure District’s ability to use AB 1290 Pass-Throughs anywhere within District, and not just within redevelopment project areas (“Projects”) generating AB 1290 Pass-Throughs or other District subareas that would require costly future demographic studies. This includes using Pass-Throughs for (i) repayment of outstanding State loan to District; (ii) funding ongoing and major maintenance account (“OMMA”) and restricted routine maintenance account (“RRMA”); (iii) funding lease of District’s Central Office; and (iv) funding capital outlay and non-capital outlay costs of all other District facilities

If previous Resolution was adopted, review and update Resolution as needed. If previous Resolution was not adopted, prepare (i) current Resolution, and (ii) corresponding draft Board of Education Summary Report.

Phase 2 Tasks

3. Update County A-C Data for All Pass-Throughs

Update previous work performed for District to:

- Confirm continuation, in spite of RDA Dissolution Law, of all nine District entitlements to Pass-Throughs from Projects of former Oakland RDA (now successor agency--“SA”), including 8 statutory post-1994 AB 1290 Pass-Throughs and one pre-1994 AB 1290 Pass-Through
- Compile (i) assessed values (“AVs”) and District, ERAF, and City of Oakland property tax shares for FYs 2018-19 through 2020-21, and ultimately 2021-22 through 2023-24, for all nine Pass-Throughs

4. Update Duration of Future Pass-Through Years under RDA Dissolution Law

Update previous work performed for District:

- Obtain from State Department of Finance (“DOF”) copies of most recent annual Recognized Obligation Payment Schedule (“ROPS”) for Oakland SA, including DOF letters approving/denying previous ROPS; and contact Successor Agency staff as needed to determine last payment date of enforceable obligations shown thereon
- Based on results of ROPS analysis, determine duration of future Pass-Through under RDA Dissolution Law

5. Prepare Exhibits for Pass-Through Entitlements

Prepare and submit exhibits showing findings from Tasks 3 and 4 as part of e-report explaining findings from Phase 2, with follow-up phone conference with District.

Phase 3 Tasks

6. Update Estimates Past Pass-Throughs Owed and Projections of Future Pass-Throughs Owed

Update previous work performed for District, including (i) estimates of past Pass-Throughs owed to District for FYs 2017-18 through 2020-21; (ii) projections of Pass-Throughs used for budgeting purposes for FYs 2021-22 through 2023-24; and long-term projections of Pass-Throughs owed for next 18 to 33 future years, based on:

- Rigorous computer modeling of Pass-Through formulas for all District entitlements, including implementation of *Los Angeles Unified School District v. County of Los Angeles et al (2010)*, 181 Cal. App. 4th 414 (“LAUSD I”), and *Los Angeles Unified School District v. County of Los Angeles et al (2013)*, 217 Cal. App. 4th 597 (“LAUSD II”)--collectively, “LAUSD Decision”) for AB 1290 Pass-Throughs
- Updated base year, adjusted base year, and past and current year assessed values (“AVs”) and evaluation of past AV growth rate histories for each Project

- Updated current District pre-and post-ERAF property tax shares
- Comparison of tax increment time or dollar limits under prior redevelopment law and shorter or later last payment dates under RDA Dissolution Law based on findings from Task 3 and County A-C's interpretation of RDA Dissolution Law
- Alternative assumptions regarding future AV growth rates, and Pass-Through implementation methods

7. Coordinate with District Municipal Advisor (Optional)

Update previous work performed for District, including:

- If District chooses to share projections of future Pass-Throughs with its Municipal Advisor, coordinate with Municipal Advisor in role of RDA consultant regarding potential risk factors associated with using future Pass-Throughs to repay potential lease-purchase financings, including alternative future AV growth assumptions and Pass-Through duration scenarios, and advise how potential risk factors may be reduced

8. Prepare Tables for Estimated Past Pass-Throughs Owed and Projected Future Pass-Throughs Owed

- Prepare projections of Pass-Throughs used for budgeting purposes for FYs 2021-22 through 2023-24
- Prepare tables showing long-term projections of Pass-Throughs owed for next 18 to 33 future years, including e-report explaining findings, with follow-up phone conference with District.

Phase 4 Tasks

9. Determine Amounts of Prior Year Pass-Throughs Received

Update previous work performed for District, including compile and evaluate Pass-Throughs received by District from County A-C pursuant to RDA Dissolution Law, including:

- Prepare exhibits showing amounts of all Pass-Throughs paid to District by fiscal year and individual distribution date through June 2021, and ultimately through January 2024, including payments restricted to facilities (object 8625) and payments designated as taxes
- Explore alternatives with District for using RDA Pass-Throughs to fund facilities versus OMMA/RRMA
- Determine portions of existing Pass-Through fund balances and current and future annual Pass-Through amounts available for OMMA/RRMA versus other facilities uses

10. Ensure Accuracy of Pass-Through Calculations by County A-C

- Compare actual amounts of all Pass-Throughs paid to District with estimates by Consultant of past amounts that should have been paid, and determine amount of estimated (under)payments and reasons for same
- If estimated past underpayments are significant or if underpayments may become significant in future, work with County A-C staff to correct Pass-Throughs paid, including true-up payments for past years

11. Prepare Exhibits for Prior Year Pass-Throughs Received and Net Pass-Throughs Still Owed

Prepare and submit exhibits showing findings from Tasks 9 and 10 as part of e-report explaining findings, with follow-up phone conference with District.

Other Tasks

Other Tasks include but are not limited to the following:

12. Assist District as needed in evaluation of and response to:
 - Subordination requests from Successor Agencies
 - Requests from Successor Agencies for cooperation agreements regarding disposition of real property
13. Provide evaluation and technical support to District as needed for RDA-related litigation (if any) naming District as a defendant or real-party-in-interest
14. Assist District in evaluating or providing RDA-related information to Alameda County Office of Education, California Department of Education (“CDE”) or other agencies of the State, or to Statewide associations
15. Provide information regarding implementation and interpretation of RDA dissolution legislation, including but not limited to ABX1 26, AB 1484, and SB 107, and (i) evaluate impacts on District of new or proposed RDA-related legislation, and (ii) protect District’s interests in dealing with County Property Tax Managers and others tasked with implementing or modifying RDA dissolution legislation
16. Other services requested by District

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 specifically includes:

- Preparation of PowerPoint or other formal reports to Board of Education, or meetings with or presentations at District to District staff and/or Board of Education

- Additional services that may be required by Phase 3 Task 10 to the extent County A-C may be reluctant to acknowledge or consent to District positions regarding Pass-Through calculations as recommended by Consultant

Additional Work will be performed only with the express consent of 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.

Exhibit B

Hourly Rates

EXHIBIT B
BUDGET
Oakland Unified School District
Consulting Services Regarding
Former Redevelopment Agencies
FYs 2021-22 through 2023-24

The Budget for tasks in the Scope of Work for FYs 2021-22 through 2023-24 shown in Exhibit A shall not exceed \$60,000.

If Tasks for FYs 2021-22 through 2023-24 can be completed for less than \$60,000, District will be charged only for services provided. However, the \$60,000 Budget for such Tasks will ultimately be an allowance that may or may not be sufficient to complete all such Tasks, depending in part on responses and/or actions by the County A-C, Oakland SA, or other parties, which actions are beyond PEI's control.

Tasks performed for District alone will be billed using PEI's hourly rates for FY 2021-22:

Principal	\$325
Consultant*	\$200 to \$275
Research Assistant	\$145

* Depending on the experience and expertise of individual consultant

Some tasks may be performed for District in conjunction with Other Districts, and will be billed using reduced, multi-client rates roughly based on PEI expectation of relative benefit in the form of total Pass-Throughs received. 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

*The entire cost of services rendered under the Scope of Work can be paid from the facilities portion of Pass-Through payments (i.e., **without imposing any burden on District's General Fund**), or with the approval of bond counsel, from the proceeds of lease purchase financings or refinancings secured or repaid by such payments, or from the proceeds of additional financings.*

In addition to fees for services, out-of-pocket expenses such as travel, word processing, large scale photocopying, data and database services will be charged on a cost recovery basis, as set forth in the Agreement. Monthly progress payments will be made as set forth in the Agreement.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Planning & Management Project	Site	918
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	Public Economics, Inc.	Agency's Contact	Dante Gumucio				
OUSD Vendor ID #	003480	Title	CEO				
Street Address	221 S. Glassell Street	City	Orange	State	CA	Zip	92866
Telephone	714-647-6242	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	00918						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-1-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$60,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650/0000	Fund 21, Measure J	210-9650-0-000-8200-5825-918-9180-9905-9999-99999	5825	\$60,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature		Date Approved	6/4/21	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, as to form only	Date Approved	6/3/21	
3.	Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	6/4/21	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		