

Board Office Use: Legislative File Info.	
File ID Number	24-0949
Introduction Date	5-22-2024
Enactment Number	24-1047
Enactment Date	5/22/2024 CJH



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning & Management – Kenya Chatman, Executive Director, Facilities

Board Meeting Date May 22, 2024

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

Action Requested Approval by the Board of Education of Agreement for General Services Agreement by and between the **District** and **Public Economics, Inc.**, Orange, CA., for the latter to provide consulting services regarding pass-through payments owed by the County Auditor-Controller to the District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District for **the Facilities Planning and Management Project**, in the not-to-exceed amount of **\$60,000.00**, with work scheduled to commence on **July 1, 2024**, and scheduled to last until **June 30, 2027**, pursuant to the Agreement.

Discussion Consultant was selected without competitive bidding because this consultant is providing specially trained professional services. (Public Contract Code §20111(d); Government Code § 53060.)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Agreement for General Services Agreement by and between the District and Public Economics, Inc., Orange, CA., for the latter to provide consulting services regarding pass-through payments owed by the County Auditor-Controller to the District on behalf of former redevelopment agencies, as well as residual distributions and asset liquidation revenues paid to District for the Facilities Planning and Management Project, in the not-to-exceed amount of \$60,000.00, with work scheduled to commence on July 1, 2024, and scheduled to last until June 30, 2027, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-0949

Department: Facilities Planning and Management

Vendor Name: Public Economics, Inc.

Project Name: Facilities Planning & Management **Project No.:** 00918

Contract Term: Intended Start: July 1, 2024 Intended End: June 30, 2027

Total Cost Over Contract Term: \$60,000.00

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This consultant was a direct selection based on specialized training services and past experience of work done assisting the District with consulting services regarding pass-through payments.

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?

Consultant has done work and is currently working for the District. Based on specialized trained services with this particular type of work, the District found that the consultant performed work quickly, accurately, 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 (including sole source) – *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 RFQ/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:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a 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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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 is providing consulting services regarding pass-through payments for the District.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **July 1, 2024** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **PUBLIC ECONOMICS, INC.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For the Facilities Planning and Management Contract 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. (as further described in the Scope of Work, which is attached as *Exhibit A* to this Agreement). Contractor shall provide services other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by this type of consultants specially qualified to provide the services required by the District.

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.** The term for performance of the Services shall begin on July 1, 2024, and shall end on June 30, 2027 (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. 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. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) 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; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a

receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. 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, including a potential increase on July 1, 2025. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **SIXTY THOUSAND DOLLARS NO/100 (\$60,000.00)**, which consists of a not-to-exceed amount of **SIXTY THOUSAND DOLLARS NO/100(\$60,000.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **ZERO (\$0)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services 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 will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** 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, except as noted in Exhibit B.

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. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

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 Section 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; and (ii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.* 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.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor’s performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District’s business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. 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. Unless required by law, 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. If applicable, 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. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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 will **only have limited contact 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 will 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 or risk assessment 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 to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 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.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. 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 District's 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 and confidentiality of records. 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 a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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 for performance of the Services under this Agreement.
24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.
27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.
28. **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.
29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to

proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor *is* a resident of the State of California.


DISTRICT:OAKLAND UNIFIED SCHOOL DISTRICT

**CONSULTANT:
PUBLIC ECONOMICS, INC.**

 5/23/2024

Benjamin Davis, President Date
Board of Education


By:  _____

 5/23/2024

Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education

Name: Dante Gumucio

Title: CEO

 Apr 17, 2024
[Preston Thomas \(Apr 17, 2024 14:59 PDT\)](#)

Preston Thomas, Chief Systems & Date
Services Officer, Facilities Planning and Management

Date: April 9, 2024

Address for District Notices:
Oakland Unified School District
955 High Street
Oakland, California, 94601
510-535-2728

Address for Contractor Notices:
Public Economics, Inc.
2230 W. Chapman Ave.
Orange, CA, 92868-2316
714-647-6242

Approved As To Form:

 4/12/24

OUSD Legal Counsel Date

EXHIBIT A

Scope of Work

EXHIBIT A
SCOPE OF WORK
Oakland Unified School District
Consulting Services Regarding
Former Redevelopment Agencies
FYs 2024-25 through 2026-27

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” or “RDL”) include, but are not limited to:

Phase 1 Tasks

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

Work with District staff on ongoing basis 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 Annual 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, including with AB 1290 compliance resolution (“Resolution”) previously prepared by Consultant for adoption by District’s Board of Education

Resolution ensures District’s ability to use 56.7% facilities share (“Facilities Share”) of AB 1290 Pass-Throughs paid to District pursuant to Health and Safety Code (“HSC”) Sections 33607.5(b)-(d) and 33607.7 (“AB 1290 Pass-Throughs”) anywhere within District, and not just within redevelopment project areas (“Project Areas”) or other District subareas that would require costly future demographic studies. This includes using Facilities Share of Pass-Throughs for (i) funding ongoing and major maintenance account (“OMMA”) and restricted routine maintenance account (“RRMA”); (ii) funding lease of District’s Central Office; and (iii) 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

Complete remainder, if any, of Phase 2 tasks from previous Agreement for FYs 2021-22 through 2023-24. In addition:

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

- Confirm continuation, in spite of RDL, of all nine District entitlements to Pass-Throughs from Project Areas of former Oakland RDA (now successor agency--“SA”), including eight 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 2024-25 through 2026-27 for all nine Pass-Throughs

4. **Annually Update Duration of Future Pass-Through Years under RDL**

- Obtain from State Department of Finance (“DOF”) annual Recognized Obligation Payment Schedules (“ROPS”) for Oakland SA for FYs 2024-25 through 2026-27, including DOF letters approving/denying previous ROPS
- Contact Successor Agency staff as needed to determine (i) last payment date of enforceable obligations shown on ROPS, (ii) status of former RDA’s liquidation of real property described in SA’s approved Long Range Property Management Plan (“LRPMP”), and (iii) status of any ongoing litigation involving Oakland SA, all three of which may affect termination of SA and Pass-Throughs to District

5. **Prepare Exhibits for Pass-Through Entitlements**

Annually prepare and submit exhibits showing findings from Tasks 3 and 4 as part of annual e-reports explaining findings from Phase 2, with follow-up phone conferences with District.

Phase 3 Tasks

Complete remainder, if any, of Phase 3 tasks from previous Agreement for FYs 2021-22 through 2023-24. In addition:

6. **Annually Update Estimated Past Pass-Throughs Owed and Projections of Future Pass-Throughs Owed**

Prepare annual updates to (i) estimated Facilities Share of past Pass-Throughs owed to District for FYs 2021-22 through 2023-24, (ii) projections of Facilities Shares of future Pass-Throughs owed to District for budgeting purposes for FYs 2024-25 through 2026-27; and long-term projections of future Pass-Throughs owed through FY 2039-40, current projected final year of all nine Pass-Throughs, 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 Area

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

7. Annually Prepare Tables and Exhibits for Past Pass-Throughs Owed and Entitlements

Annually prepare and submit tables and exhibits showing findings from Task 6 as part of annual e-reports explaining findings from Phase 3, with follow-up phone conferences with District.

Phase 4 Tasks

Complete remainder, if any, of Phase 4 tasks from previous Agreement for FYs 2021-22 through 2023-24. In addition:

8. Annually Determine Amounts of Pass-Throughs Received

Compile and evaluate Pass-Throughs received by District from County A-C pursuant to RDL, including:

- Prepare exhibits showing amounts of all Pass-Throughs paid to District by fiscal year and individual distribution date through June of each FY 2023-24 through 2026-27, including true-up payments in January of each subsequent FY, 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

9. Annually 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

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

Annually prepare and submit exhibits showing findings from Tasks 9 and 10 as part of e-reports explaining findings, with follow-up phone conferences with District.

Other Tasks

Other Tasks include but are not limited to the following:

11. 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
12. 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
13. 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
14. 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
15. 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
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 in-person meetings with or presentations 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

Budget

EXHIBIT B
BUDGET
Oakland Unified School District
Consulting Services Regarding
Former Redevelopment Agencies
FYs 2023-24 through 2026-27

The total Budget for tasks in the Scope of Work for FYs 2024-25 through 2026-27 shown in Exhibit A shall not exceed \$60,000. This includes the remaining unused portion, as of June 30, 2024, of the previous \$60,000 total Budget for FYs 2021-22 through 2023-24.

If Tasks can be completed for less than the total Budget shown above, District will be charged only for services provided. However, the total Budget 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 2024-25:

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

* Depending on the experience and expertise of individual consultant

However, as noted in the Agreement, the above hourly billing rates are subject to potential increase starting July 1, 2025. 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 Share 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	Site	918
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Basic Directions

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

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

Contractor Name	Public Economics, Inc.	Agency's Contact	Dante Gumucio				
OUSD Vendor ID #	003480	Title	President				
Street Address	2134 S. Glassell Street, Ste. 1	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)	7-1-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2027
		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	

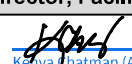
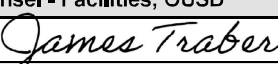
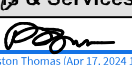
Budget Information

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
9655 0000	Fund 21 Measure Y	210-9655-0-0000-8200-5825-918-9180-9006-9999-99999	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.	Executive Director, Facilities				
	Signature 		Date Approved		
	Kevin Johnson (Apr 12, 2024 08:37 PDT)				
2.	General Counsel - Facilities, OUSD				
	Signature 		Date Approved	4/12/24	
3.	Chief Systems & Services Officer, Facilities Planning & Management				
	Signature 		Date Approved	Apr 17, 2024	
	Preston Thomas (Apr 17, 2024 14:59 PDT)				
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		