

Board Office Use: Legislative File Info.	
File ID Number	25-2903
Introduction Date	12-10-2025
Enactment Number	25-2125
Enactment Date	12/10/2025 CJH



Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Pranita Ranbhise, Executive Director, Facilities Planning & Management

Board Meeting Date December 10, 2025

Subject Amendment No.1, Agreement for General Services – Devine and Gong, Inc. and Brookwood Equities LLC – Asset Management and Real Property Services Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, Services Agreement by and between the **District** and **Devine and Gong, Inc.** and **Brookwood Equities LLC** to continue providing Asset Management and Real Property services that support the District’s property usage needs, as outlined in the Proposal dated December 1, 2025, attached to this Amendment as Exhibit A for the **Asset Management and Real Property Services Project**, in an additional total amount of \$829,000.00, increasing Agreement’s total not-to-exceed amount from \$84,000.00 to \$913,000.00, and extending the term of the Agreement from November 13, 2024, through June 30, 2025, to June 30, 2026, an (additional 365 days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for continued Asset Management and Real Property Services and comprehensive Asset Management and Real Property services, including Phase 1 feasibility studies for Ralph Bunche Academy, Lakeview, and 1025 2nd Avenue; these studies will include full technical due diligence, programming and conceptual design, financial analysis, high-level interim use considerations, and culminate in a formal Feasibility Study Report for each site. The team will also support the District and Superintendent in required community engagement related to the TAY Hub concept, participate in Facilities Committee and Board presentations, and assist with refining the TAY program model prior to conducting a focused TAY Hub feasibility analysis. For Phase 2, the consultants will help identify three to four additional vacant sites, perform high-level due diligence, zoning and regulatory review, conceptual fit planning, financial modeling, and procure and manage formal appraisals to prepare Valuation and Initial Assessment Reports for each property. Together, the Phase 1 feasibility studies and Phase 2 evaluations will provide the District with critical data, analysis, and recommendations to inform OUSD’s long-term Asset Management Strategy.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, Services Agreement by and between the District and Devine and Gong, Inc. and Brookwood Equities LLC to continue providing Asset Management and Real Property services that support the District’s property usage needs, as outlined in the Proposal dated December 1, 2025, attached to this Amendment as Exhibit A for the Asset Management and Real Property Services Project,

in an additional total amount of \$829,000.00, increasing Agreement's total not-to-exceed amount from \$84,000.00 to \$913,000.00, and extending the term of the Agreement from November 13, 2024, through June 30, 2025, to June 30, 2026, an (additional 365 days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact

Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID: 24-2828

AMENDMENT NO. 1 TO A SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Devine and Gong, Inc. and Brookwood Equities LLC**. OUSD entered into an agreement with CONTRACTOR for services on **November 13, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Asset Management and Real Property Services Project** as follows and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.
If scope of work changed: 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.

The CONTRACTOR agrees to provide the following amended services: To provide continued Asset Management and Real Property Services and comprehensive Asset Management and Real Property services, including Phase 1 feasibility studies for Ralph Bunche Academy, Lakeview, and 1025 2nd Avenue; these studies will include full technical due diligence, programming and conceptual design, financial analysis, high-level interim use considerations, and culminate in a formal Feasibility Study Report for each site, as described in the Proposal dated December 1, 2025, attached to this Amendment as Exhibit A.

2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term expiration date is June 30, 2026.

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.
If the compensation is changed: The not to exceed contract price is
X Increased by: Eight Hundred Twenty-Nine Thousand Dollars No/100, (\$829,000.00), which includes a \$110,500.00 Contingency fee.

☐ Decreased by _____ dollars and no/100 (\$ _____).

Prior to this amendment, the not-to-exceed total contract price was **Eighty-Four Thousand Dollars No/100 (\$84,000.00)**, and after this amendment, the not-to-exceed total contract price will be: **Nine Hundred Thirteen Thousand Dollars No/100(\$913,000.00)**.

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:**

X 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)
			\$

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard, President,
Board of Education

12/11/2025

Date



Denise Gail Saddler, Ed.D., Interim Superintendent
and Secretary, Board of Education

12/11/2025

Date

Denise Gail Saddler, Ed.D., Interim Superintendent
and Secretary, Board of Education



Preston Thomas, Chief Systems &
Services Officer

Date

Approval as to form:



James Traber, Esq.
General Counsel, Facilities

12/2/2025

Date

CONTRACTOR: Devine and Gong, Inc.



Chan U Lee, President
Contractor Signature

12.1.2025

Date

Chan U Lee, President
Print Name, Title

For: Brookwood Equities LLC

Chris White, Principal

Print Name, Title



Chris White
Signature: 12/1/25

Date

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: Devine and Gong, Inc. and Brookwood Equities LLC

1. Detailed Description of Services to be provided: To provide continued Asset Management and Real Property Services and comprehensive Asset Management and Real Property services, including Phase 1 feasibility studies for Ralph Bunche Academy, Lakeview, and 1025 2nd Avenue; these studies will include full technical due diligence, programming and conceptual design, financial analysis, high-level interim use considerations, and culminate in a formal Feasibility Study Report for each site, as described in the Proposal dated December 1, 2025, attached to this Amendment as Exhibit A.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

☐ Ensure a high quality instructional core	☐ Prepare students for success in college and careers
☐ Develop social, emotional and physical health	☒ Safe, healthy and supportive schools
☒ Create equitable opportunities for learning	☒ Accountable for quality
☐ High quality and effective instruction	☐ Full service community district

Proposed Scope of Work

PHASE 1 FEASIBILITY STUDIES: AFFORDABLE & WORKFORCE HOUSING

Building upon our Phase I work, Rivercrest Partners and DGI will conduct a series of comprehensive feasibility studies for both affordable housing and workforce housing for each of the following properties:

- Ralph J. Bunche Academy
- Lakeview
- 1025 2nd Avenue

Having previously conducted similar studies for public school districts, we have a well-developed approach to addressing the key technical and financial issues impacting potential development of district-owned land. The recommended scope of work for the above feasibility studies is detailed below.

Additional Due Diligence & Market Research

The following technical analyses and due diligence activities are required to evaluate the potential of workforce housing and affordable housing development. They are therefore included in the scope for each of the sites (with certain additional scope items recommended for Lakeview based on specific site conditions), and the results of these studies can be used to inform the feasibility, design, and financing of both affordable and workforce housing.

- Conduct a Phase I Environmental Site Assessment to determine the presence of any recognized environmental conditions requiring further investigation (i.e., Phase 2 Analysis and next steps for remediation).
- Engage a Civil Engineer to study anticipated site development issues including utility capacity for the site, and to plot existing easements on the property.
- Engage a Geotechnical Engineer for preliminary identification of potential soils hazards.
- *For Lakeview Only:*
 - *Engage a Structural Engineer to conduct an assessment of the existing structural/seismic system at Lakeview School to recommend revisions for a change in use to housing.*
 - *Engage a Structural Engineer to study the need for a retaining wall or other structural system to accommodate at-grade uses along Grand Avenue.*
 - *Preparation of an ALTA Survey by a Civil Engineer.*
 - *Engage a Geotechnical Engineer to conduct soils testing to determine suitability of soils for anticipated construction types.*
 - *Engage an Industrial Hygienist to study existing buildings for mold, asbestos, or other hazardous materials to assess feasibility for residential reuse.*
 - *Engage an Acoustical Engineer to advise on layout of proposed buildings and suitability for residential use.*

- *Engage a Traffic Engineer and Civil Engineer to study issues related to adjacent CalTrans right-of-way.*
- *Engage a Fire Code Consultant to study site accessibility for fire fighting*
- *Conduct a market study to determine expected rental rates and possible tenant types for retail frontages as may be required (e.g., on Grand Avenue).*

Programming & Conceptual Design

Synthesizing the findings of the site investigation and working with our architect, our team will develop programs and conceptual designs to determine the amount and type of housing that can be accommodated on the site.

- For Workforce Housing:
 - Work with District staff to launch and analyze an employee survey to determine the likely demand for workforce housing across different income levels and household sizes to inform target rents and unit types.
 - Review of market standard unit mix, unit sizes, and other common amenities and building features to determine the appropriate program elements to achieve quality consistent with market-rate housing.
- For Affordable Housing:
 - Determination of the optimally competitive program including target populations, affordability levels, and non-housing programs/services.
 - Analysis of competitiveness of property for state and federal tax credits.
 - Analysis of potential for property to compete for other local and state funding sources.
- Engage an Architect to develop formal massing studies for each housing type based on the program requirements determined above.
- *For Lakeview Only:*
 - *Work with Architect to develop reuse plans for historic buildings as residential and/or common area spaces, as applicable.*
 - *Work with Traffic Engineer to study parking requirements and inform potential phasing strategies with surface and structured parking, as may applicable.*
- Advise on the suitability of potential interim use options for the site, to be identified by District staff. Guidance will be based on high-level assessment of the opportunities and challenges associated with the different interim use options provided, and consideration of possible impacts on the future development plan.

Financial Analysis & Strategy

Financial feasibility is assessed through rigorous analysis of the costs of development and the potential funding sources that may be available to finance the project. Our work will suggest a range of possible funding scenarios for each project type.

- Engage a construction cost estimator to provide a construction budget for the preliminary massing studies developed.

- *For Lakeview:* Work with construction cost estimator to estimate the cost of renovations for reuse of historic buildings, as applicable.
- Analysis of financial, administrative, and practical implications related to potential project labor requirements, and their anticipated impact on project costs.
- Refinement of detailed overall development budgets including indirect costs, soft costs. City fees, and anticipated cost escalation.
- For Workforce Housing:
 - Review of market rents and affordability relative to employee salaries and surveyed household incomes to determine target discount levels.
 - Preparation of preliminary operating proformas for workforce housing based on assumed rental rates and operating expenses (including standard reserves).
 - Determination of the amount of debt that can be serviced by available cash flow.
 - Review of potential funding sources including General Obligation Bonds, Certificates of Participation (COPs), and proceeds from sales of surplus property.
 - Analysis of potential for combining affordable housing funding sources (e.g., tax credits, bonds) with District sources (e.g., General Obligation bonds) to fund workforce housing.
 - Proposed funding strategy and capital stack based on District's priorities and associated trade-offs of various funding sources.
 - Scenario analysis considering alternative approaches to project financing that balance the level of rent or purchase price discount provided, reliance on school district funds, and net cash flow.
- For Affordable Housing:
 - Analysis of competitiveness for affordable housing funding sources (e.g., tax credits, tax-exempt bonds, state funding programs).
 - Analysis of competitiveness of property for state and federal tax credits.
 - Analysis of potential for property to compete for other local and state funding sources.

Synthesis and Path Forward

Ultimately, these feasibility studies identify an optimal strategy for development and suggest a framework for actionable next steps. Our synthesized findings will include:

- Recommendation of an optimal strategy for workforce housing and/or affordable housing that maximizes mission alignment, project feasibility, and speed of execution.
- Conceptual project plans including residential program, community/educational program, and operating plan, with design to be advanced further in subsequent project stages.
- Draft project budgets and recommended financing plans aligned to realistic and available funding sources.
- Preliminary project schedules from detailed due diligence through planning approvals, design documentation, bidding & construction, Certificate of Occupancy, lease-up, and ongoing operations.

PHASE 2 PROPERTY EVALUATIONS

We are also prepared to conduct preliminary property evaluations for additional vacant properties, at a similar level of depth to our initial Phase 1 evaluations for Ralph Bunche, Lakeview, and 1025 2nd Avenue. Though these Phase 2 properties have not yet been formally identified, it is anticipated that our work will include evaluation of three to four such properties. Broadly, our preliminary property evaluation scope of work includes the following:

- **Property Selection:** Support staff in identifying the three to four sites recommended for study in Phase 2, including rationale for selecting identified sites, for Board consideration.
- **High-Level Due Diligence:** Title review, review of existing reports as (e.g., environmental, structural, geotechnical, traffic), analysis of current zoning and general plan designation including allowable uses and residential density, preliminary discussions with senior City Planning staff and other key city agencies (e.g. Public Works, Fire Marshal) having jurisdiction over the project approvals, integration of local affordable housing requirements, review of state legislation impacting entitlements strategy and density potential (e.g., AB 2295/1021, CEQA reforms, State Density Bonus Law), and preliminary assessment of factors impacting competitiveness for affordable housing funds (e.g., Opportunity Map designation, nearby amenities).
- **Conceptual Fit Plan:** Preliminary fit plan to determine the approximate number of housing units that can be accommodated on the site allocating necessary space for parking, circulation, open space, infrastructure, and emergency access.
- **Conceptual Financial Analysis:** Preliminary financial analysis including “rough order of magnitude” cost estimate for potential housing scenarios and estimate of funding gap required for housing development; coordination of a formal restricted property appraisal to determine the “as-is” value of the property.

TIMELINE

Based on our experience with similar assignments, we anticipate the feasibility studies and Phase 2 evaluations can be conducted concurrently and completed tentatively by June 2026.

TRANSITIONAL AGED YOUTH (TAY) HUB

We aim to also support the District in its goal of studying the potential development of a Transitional Aged Youth (TAY) Hub at Lakeview or 1025 2nd Avenue. In order to efficiently conduct a feasibility study of a TAY Hub, it is necessary to first have a well-defined project program concept for OUSD's TAY Hub. Prior to incorporating the feasibility work for the TAY Hub, Rivercrest and DGI will require more information from the District regarding the program and operating model of such a TAY Hub, including:

- Research into current TAY programs such as Larkin Street Youth Services, The Covenant House, and First Place for Youth.
- Determination of the physical program of uses, including:
 - Number of youth to be served
 - Number of counselors / service providers
 - Housing unit typology (e.g., dormitory suites, individuals rooms, in-unit cooking facilities, number of bathrooms, laundry facilities, etc.)
- Ongoing costs to operate the alternative programs to be provided in the project beyond housing, which may include:
 - Support services
 - Counseling
 - Career training
 - Educational classes
 - Food service, etc.

We therefore propose an initial Step 1 for the TAY Hub in which District staff and the Board work to refine the project concept and determine the details above. As Rivercrest and DGI do not have experience in TAY programming, we will play an advisory role during this step including the following:

- Clarify information needed to inform the feasibility study
- Advise on agenda and assist OUSD with the approach for community engagement meeting(s) to ensure intended outcomes are aligned to information that is needed to conduct the feasibility study.
- As appropriate, leverage our professional networks to facilitate connections to TAY services experts who may be able to provide case studies or service models.
- Attend community engagement meeting(s) for TAY Hub as an outside observer, and synthesize key takeaways as it relates to scoping the feasibility study.
- Meet with potential funders to gauge availability of resources and level of interest in funding the services being considered
- Meet with the team which developed the initial TAY Hub proposal
- Act as an advisor to the District in thinking through the key questions that need to be answered before a formal feasibility study can be prepared

It is anticipated that Rivercrest and DGI would support the District on an as-needed basis until the necessary information to conduct an efficient feasibility study is determined, likely a period of 2-4 months depending on the District's capacity.

After Step 1 is complete, Rivercrest and DGI can proceed with feasibility studies for a TAY Hub at Lakeview and 1025. A detailed scope of services for the TAY Hub feasibility study should be revisited once the TAY Hub Concept is developed in Step 1—however, we anticipate our activities would likely include:

- **Conceptual Design:** Engage an architect to conduct a formal massing study based on the physical program for housing, amenities, and TAY support services allocating necessary space for parking, circulation, open space, infrastructure, and emergency access.
- **Conceptual Financial Analysis:** Preliminary financial analysis including construction cost estimating, soft cost budgeting, and review of potential funding sources including New Market Tax Credits (NMTC); collaboration with District legal and bond counsel to determine whether General Obligation bonds may be used to fund a TAY Hub.
- **Synthesis and Path Forward:** Prepare draft project plans, project budgets and financing plans aligned to realistic funding sources, and project schedules including assessment of the required approvals (e.g., determination of jurisdiction and review process of the City of Oakland and Division of the State as applicable based on the program).

Fee Schedule

Based on our proposed approach and our experience on similar assignments, we propose the following fees to perform the outlined scopes of work.

Phase 1 Feasibility Studies (Affordable & Workforce Housing):

	Ralph Bunche	Lakeview	1025 2nd Ave
Rivercrest Partners	\$45,000	\$50,000	\$40,000
DGI	\$36,000	\$40,000	\$32,000
Architect	\$35,000	\$50,000	\$35,000
Construction Cost Estimator	\$5,000	\$10,000	\$5,000
Phase I Environmental Site Assessment	\$5,000	\$5,000	\$5,000
Civil Engineer	\$12,500	\$37,500	\$17,500
Geotechnical Engineer	\$5,000	\$27,500	\$5,000
Structural Engineer	\$2,500	\$5,000	\$2,500
Traffic Engineer	-	\$5,000	-
Acoustical Engineer	-	\$15,000	-
Fire Code Consultant	-	\$7,500	-
Hazardous Materials Testing	-	\$5,000	-
Retail Market Study	-	\$5,000	-
Subtotal	\$146,000	\$262,500	\$142,000
Contingency & Reimbursables	\$18,000	\$47,500	\$18,000
Total	\$164,000	\$310,000	\$160,000

Note (1): Fee estimate assumes all properties and usage options will be studied simultaneously as part of this scope of work for efficiency and economies of scale.

Note (2): Civil Engineering fee for Lakeview includes preparation of an ALTA survey.

Note (3): Geotechnical Engineering fee for Lakeview includes soils testing to determine feasibility of alternative construction types.

Phase 2 Property Evaluations

	Phase 2
Rivercrest Partners DGI	\$70,000
Appraisal Services	\$20,000
Construction Cost Estimating	\$5,000
Subtotal	\$95,000
Contingency & Reimbursables	\$2,000
Total	\$97,000

Note (1): Assumes up to four properties will be evaluated as part of this scope of work.

Note (2): Assumes that current Title Reports will be provided, often via the District's Land Use Attorney. Alternatively, Rivercrest Partners can order a condition of title report as an additional reimbursable expense.

Transitional Aged Youth (TAY) Hub

Step 1: Pre-Feasibility Concept Refinement	Lakeview	1025 2nd Ave
Allowance: Advisory Services	\$15,000	
<u>Step 2: Feasibility Study</u>		
Rivercrest Partners	\$6,500	\$6,500
DGI	\$5,000	\$5,000
Architect	\$20,000	\$20,000
Construction Cost Estimator	\$5,000	\$5,000
Subtotal	\$36,500	\$36,500
Contingency & Reimbursables	\$5,000	\$5,000
Step 2 Total	\$41,500	\$41,500

Note (1): This fee proposal assumes the feasibility studies for affordable housing and workforce housing will also be completed for Lakeview and 1025 2nd Avenue, including all of the required due diligence activities (e.g., civil engineering, geotechnical engineering, structural engineering, etc.). It also assumes efficiencies in working with an architect and construction cost estimator across multiple feasibility studies. These TAY Hub feasibility studies cannot be conducted independently of the other feasibility studies for the fee stated.

Hourly Rates: Work will be invoiced on an hourly basis for the team's time, not to exceed the amounts stated above, and is to be based on the hourly rates below:

Devine and Gong:

Chan U Lee, President and CEO \$340 per hour

Candy Rupp, Senior Associate \$300 per hour

Rivercrest Partners:

Alan Katz, Principal \$340 per hour

Chris White, Principal \$320 per hour

Alex Weinberg, Development Manager \$260 per hour



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Asset Management and Real Property Services	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	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Devine and Gong, Inc. and Brookwood Equities LLC	Agency's Contact	Alex Weinberg				
OUSD Vendor ID #	005827	Title	President				
Street Address	5858 Birch Court	City	Oakland	State	CA	Zip	94618
Telephone	510-639-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	24156						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-13-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$829,000.00
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.

Resource #	Funding Source	Org Key	Object Code	Amount
9658/9000	Fund 21 Measure Y	210-9658-0-9000-8200-5830-918-9180-9906-9999-24156	5830	\$829,000.00

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 <u>Pranita Ranbhise</u>	Date Approved	12/02/2025		
2.	General Counsel, OUSD Facilities				
	Signature <u>James Traber</u>	Date Approved	12/2/2025		
3.	Chief Systems & Services Officer				
	Signature <u>Preston Thomas</u>	Date Approved	12/02/2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	24-2828
Introduction Date	11/13/2024
Enactment Number	24-2100
Enactment Date	11/13/2024 er

Board Cover Memorandum

To Board of Education

From Jenine Lindsey, General Counsel
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning Management

Meeting Date November 13, 2024

Subject Services Agreement with Devine and Gong Inc and Brookwood Partners

Ask of the Board Ratify Services Agreement with Devine and Gong Inc and Brookwood Partners

Services Ratification by the Board of Education of a Services Services Agreement with Devine and Gong Inc and Brookwood Partners for the period of October 15, 2024 through June 30, 2025, in an amount not to exceed \$84,000.

Term Start Date: October 15, 2024 End Date: June 30, 2025

Not-To-Exceed Amount \$84,000.00

Competitively Bid Yes

In-Kind Contributions None

Funding Source(s) General Fund

Background The District issued an RFQ-P for Asset Management and Real Property Services to support our strategic goals and enhance our educational

facilities while ensuring fiscal responsibility and maximizing community benefits.

Brookwood Partners and DGI will manage a high-level due diligence/feasibility effort to determine the underlying value of the real estate in the marketplace and considerations to maximize the public benefit from the effort. This includes a review of existing documentation of the physical site attributes that will likely impact the value of the asset to provide clarity on the encumbrances and physical constraints that may exist on the three or four representative sites selected in the Phase 1 strategic analysis.

Attachment(s) Services Agreement with Devine and Gong Inc and Brookwood Partners

SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing

Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. Confidentiality and Data Privacy.

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. Copyright/Trademark/Patent/Ownership. VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its reasonable discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR 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 VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles, practices, and standard of care of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire.

OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive,

VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES

required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such

contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDORS

For: Brookwood Partners

Name: Alan Katz Brookwood Partners

Signature: 
Alan Katz (Oct 24, 2024 08:42 PDT)

Position: Principal, Brookwood Partner

Date: Oct 24, 2024

For: Devine & Gong ("DGI")

Name: Chan U Lee

Signature: 

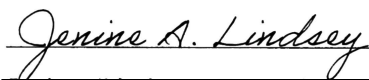
Position: President and CEO, Devine & Gong

Date: Oct 24, 2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Jenine Lindsey

Signature: 

Position: General Counsel

Date: Oct 24, 2024

☐ Board President (for approvals)

☒ Chief/Deputy Chief/Executive Director (for ratifications)

 Benjamin Davis, President, Board of Education 11/14/2024

 Yola Johnson Trammell, Secretary, Board of Education 11/14/2024

Approve as to form by OUSD Legal Department

SERVICES AGREEMENT

EXHIBIT A (Part 1)

(Paragraph numbers in Exhibit A correspond to the applicable Paragraph number in this Agreement.)

VENDOR: Brookwood Partners and DGI

1. **Services.** Describe the SERVICES VENDOR will provide:

The District has identified sites, listed below in Section 3, to consider as part of the Asset Management and Real Property services. The objective in Phase 1 of the assignment is to gather information to create a strategic approach to optimize asset management, evaluate potential uses, and make informed decisions regarding the future of these properties. This project will support the district's strategic planning efforts to enhance educational facilities and fiscal responsibility.

Scope of Phase 1 Services

A. Properties Included: Phase 1 Services to include three to four of the following sites and/or the sites included in B. iii. Table 1 (below) as determined with Leadership ("Phase 1 Sites")

- i. Ralph J. Bunche Academy: 1240 18th St, Oakland, CA 94607.
- ii. Former Administrative Building: 1025 2nd Ave, Oakland, CA 94606.
- iii. Lakeview: 746 Grand Ave, Oakland, CA 94610.
- iv. Washington Childhood Development Center (CDC): 581 61st St, Oakland, CA 94609.
- v. Golden Gate CDC: 6232 Herzog St, Oakland, CA 94608.
- vi. Hillside at Castlemont: 2369 84th Ave, Oakland, CA 94605.
- vii. Bond Street Annex School: 1710 45th Ave, Oakland, CA 94601.
- viii. Former Edward Shands Adult Education Center: 2455 Church St, Oakland, CA 94605.
- ix. Former Tilden CDC: 4551 Steele St, Oakland, CA 94619.
- x. Piedmont CDC: 86 Echo Ave, Oakland, CA 94611.

B. Property Evaluations and Real Estate Analysis:

- i. Provide an evaluation of the real estate market to financially model a current value for the Phase 1 Sites and potential for:
 1. Sale
 2. Leasing

3. Other options
 - ii. Analyze market conditions, zoning, comparable property values, and potential appreciation or depreciation trends for Phase 1 Sites.
 - iii. Assessment of shared or co-located parcels (Table 1):
 1. Review and assess parcels identified as Phase 1 Sites that are split or shared with the City of Oakland, or co-located with the City of Oakland. Evaluate value based on the real estate market, property size, and potential usage.
 2. Identify any opportunities for optimizing these parcels identified as Phase 1 Sites, including potential for joint ventures, development, or improved utilization based on practices in OUSD and other California Districts.

iv. **Table 1: Assessment of shared or co-located parcels**

Sr. No.	Adjacent/Shared OUSD Campus	Colocated/Shared Use	Parcel Number	Property Address
1	Brookfield	Portion of school grounds owned by City of Oakland	44-5053-2-5 44-5053-1-6	401 Jones Ave
2	Garfield	Garfield Recreation Center	20-201-5-1 20-202-1-1 20-202-1-3	1640 22nd Ave
3	Greenman Field	Located on a portion of parcel, leased to City of Oakland	41-4066-1 41-4132-15-3	6701 International Blvd
4	Redwood Heights	Portion of Redwood Heights Recreation Center owned by OUSD	30-1869-34-4 30-1869-58-3 30-1869-61-4	4401 39th Ave
5	Stonehurst	School garden, parking lot, and portion of schoolyard	45-5214-2-3 45-5214-3-1	10345 E St
6	Sankofa (Washington)	Portion of baseball field is owned by	15-1375-1 15-1374-1-2	581 61st St

		OUSD		
7	East Oakland Pride (Webster)	Portion of school building and school parking lot owned by the City of Oakland. Portion of baseball field owned by the district.	40-3372-1-1 40-3371-1-2 40-3370-1-3 40-3370-1-4	8000 Birch St

C. Property Usage during Phase 1

- i. Strategically evaluate Phase 1 Sites considering Education Code requirements and Board Policies (e.g., BP 7350).
- ii. Align the quality and sustainability of proposed development plans in the financial analysis with the District's Strategic Plan.
- iii. Using the Phase 1 Sites, evaluate the current and potential real estate value of these properties, considering market trends, neighborhood context, and future development potential.
- iv. Provide recommendations for potential usage of Phase 1 Sites including options for revenue generation, cost analysis, development potential, and community usage.
- v. For Phase 1 Sites, preparation of a matrix of sites, including:
 1. Valuations under identified reuse scenarios.
 2. Summary of potential costs for the District to execute property development or disposition options.

D. Housing Potential on Phase 1 Sites

- i. Evaluate property usage for housing including
 1. Housing for unhoused populations
 2. Affordable housing
 3. Workforce housing
 4. Market-rate housing
 5. Combination of the above 4
 6. Include the potential number of units based for each property based on zoning, parcel size, accepted housing standards for similar urban areas, and any legislation that impacts/streamlines zoning, planning, and permitting
- ii. Identify potential funding models used to develop each type of housing

identified in D.i.1. (above) based on actual models employed by school districts, including those in partnership with other private and public institutions, to develop properties on vacant properties.

- iii. Identify current and planned legislative funding models that may be used based on local, city, county, and state initiatives to develop affordable housing.
- iv. Identify if properties also have the potential to incorporate commercial retail or other revenue-generating areas to maximize the district's revenue.
- v. Identify potential community usage spaces that have been incorporated into workforce housing developments.
- vi. Identify any revenue generation based on each of the housing models above that could support district operations based on current market conditions.

E. Strategic Recommendations, Quality, and Sustainability:

- i. Provide recommendations for revenue-generating opportunities, if any, on the Phase 1 Sites, including a matrix that outlines property benefits to district staff and the broader district, proposed development plans, and revitalization potential.

F. Board Engagement

- i. Get direct feedback from Board members through 2 x 2's to engage directly with the Board on asset management ideas.

DELIVERABLES DURING PHASE 1

A. Asset Management and Real Property for Phase 1 Sites to include:

- i. Market Analysis: Evaluation of current market conditions, property values, and financial implications for selling, leasing, or repurposing Phase 1 Sites.
- ii. Property Usage Assessment: A strategic approach to property usage options of Phase 1 Sites, including housing, and community benefits, with associated cost analysis.
- iii. Valuation Scenarios: A strategic outline of property valuations of Phase 1 Sites under various scenarios, including revenue potential and related costs.
- iv. Strategic Development Plan: Recommendations for property use of Phase 1 Sites, revenue opportunities, and revitalization potential.
- v. Sustainability Assessment: Evaluation of the quality and sustainability of

proposed development plans of Phase 1 Sites.

B. Board and Facilities Committee Presentation and Feedback Summary:

- i. Presentation of findings and recommendations.
- ii. Documentation of feedback received from Board members and a summary of adjustments made based on their input.

2. Term.

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: October 15, 2024

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2025

3. Compensation.

- a. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, insurance, permitted subcontractor costs, and other costs, excluding reimbursable expenses.

Not-To-Exceed Amount: \$82,500.00

- b. In addition to the NTE Amount for Phase 1 Fees, typical and reasonable reimbursable expenses will be invoiced on a monthly basis, but in no case shall reimbursable expenses for Phase 1 work exceed **\$1,500.00**.

TOTAL NOT-TO-EXCEED \$84,000.00

13. Legal Notices.

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: Alan M Katz / Brookwood Equities LLC dba Brookwood Partners
Address: 200 Lakeside Drive, #605
City, ST Zip: Oakland, CA 94612
Email: alankatz@brookwood.partners

VENDOR

Name/Dept: Chan U Lee / Devine and Gong, Inc
Address: 5858 Birch Court
City, ST Zip: Oakland, CA 94618
Email: culee@devinegong.com

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

Commercial General Liability Insurance. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

Workers' Compensation Insurance. Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

Tuberculosis Screening. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

Fingerprinting/Criminal Background Investigation. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

☐ Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

SERVICES AGREEMENT

EXHIBIT A (Part 2)

Proposed Approach and Timeline in Phase 1 of the Proposed Scope

Based on our understanding of the District's goals and objectives, our team is suggesting that our Phase 1 work address the alternative approaches to financial structuring and project funding necessary for development whether housing the unhoused, affordable and workforce housing, or market rate housing. We are recommending this initial phase of work, as it allows the Board to establish a focused framework for the follow-on detailed property study. With this in mind, Brookwood Partners and DGI will manage a high-level due diligence/feasibility effort to determine the underlying value of the real estate in the marketplace and considerations to maximize the public benefit from the effort. This includes a review of existing documentation of the physical site attributes that will likely impact the value of the asset to provide clarity on the encumbrances and physical constraints that may exist on the three or four representative sites selected in the Phase 1 strategic analysis.

We anticipate working with OUSD's legal advisors to confirm assumptions during our work (e.g.: Affordable Housing restrictions, interpretation of evolving Education Code legislation, alternative construction procurement strategies). Brookwood and DGI will coordinate with OUSD's financial advisors to inform the financial assumptions that will underpin our strategic real estate analysis and recommendations for approaches to structuring capital.

We will meet with key city agencies having jurisdiction over the project approvals on the site. This includes public works for utilities and requirements for public improvements, planning for zoning and site design restrictions, and the fire marshal for specific project restrictions, if any.

Brookwood will review the potential uses of the sites and assess the likelihood of a successful re-entitlement that would affect both the price and the timing of a transaction. This would include a review of Oakland's likely support for a rezoning and/or general plan amendment if required.

With direction from OUSD, our work would include:

- a. Determination of F.A.R. (Floor Area Ratio) or residential densities allowed for the representative sites

- b. Construction Budgets for the likely housing typology(ies) considered
- c. Market data for for-sale and rental residential product or other as appropriate
- d. Project Schedules for the alternative approaches considered in the strategic plan.
- e. Soft cost budgets including project consultants, development fees to be paid to the City of Oakland and other public agencies, carry costs, permits, reasonable contingencies, etc.
- f. Affordable housing requirements and state legislation affecting the property's value or number of units of housing that can be built
- g. An opinion of revenues from sale, lease, or other revenue generating mechanism that will result from the project itself, with capitalization and interest rate assumptions based on market conditions and product type
- h. An estimate of the net operating income from the proposed project(s) from the private industry's perspective
- i. Analysis of financial returns using industry standard metrics (e.g. IRRs, untrended return, or other, as appropriate), and in terms most useful & appropriate to the District.

We will suggest a framework for realistic next steps for Phase 2 and associated implementation schedule for properties in the Phase 2 study that can be undertaken to maximize the alignment of the District's real estate assets with the goals of the District.

This could include several options given our findings and direction from the District:

- a. Disposition (sale, traditional lease, or alternative structure such as a public/private joint venture)
- b. The use of a land parcel as collateral for a development and/or construction loan
- c. Sale and leaseback opportunities
- d. Land exchanges that could maximize the value of the land for the District, while providing a potential joint venture partner the incentive to participate In the land exchange
- e. Retention of a parcel for OUSD's re-entitlement prior to disposition

- f. The sale of sequential portions of a site to private sector developer via land parcelization (site subdivision) to maximize the benefit from each developer's investment
- g. Retention of a whole site or a portion of a site for OUSD Educator Housing Development
- h. Development Management of OUSD's workforce housing project through lease-up and long-term management of the asset on behalf of OUSD
- i. Development of unhoused and TAY, and homeownership opportunities.

Based on our experience with similar assignments, please see a possible schedule outline for the overall due diligence/feasibility and recommendations for the project for your consideration. The proposed schedule suggests four sessions with Leadership in Phase 1, including an initial Kick-off Meeting in October.

Phase 1 Fee Proposal

Based on our understanding of the District's goals and objectives, our team is suggesting that our work initially address the alternative approaches to financial structuring and project funding necessary for development whether housing the unhoused, affordable and workforce housing, or market rate housing. We are recommending this initial phase of work, as it allows the Board to establish a focused framework for the follow-on detailed property study, thereby saving the District time and professional fees. The approach we are suggesting delimits the scope of Phase 2 that is necessary to provide thorough information and analysis for the strategic plan the Board is seeking rather than address the entire range of work for each site noted in the RFQP.

Specifically, DGI and Brookwood Partners are suggesting an initial fee of \$82,500 plus up to \$1500 for reimbursable expenses. This Not to Exceed Amount includes allowances for cost estimating services and appraisal services. This scope provides the District Leadership a framework for understanding the implications to the District of housing the unhoused populations, creating affordable and workforce housing on your properties, and the potential for revenue generation to OUSD from market-rate housing.

We are proposing that only after these strategic discussions take place and the Board understands the opportunities that are available based on the financial framework discussions, we can then develop a scope and fee for a follow-on

stage that can most effectively marry the specific properties outlined in the RFQP with the financial structures we will review with the Board in the initial phase of work. Based on the criteria and direction the Board establishes during these initial strategic sessions on financing and using three or four properties outlined in the RFQP it is most likely that only a few of the 20 properties outlined in the RFQP will meet the criteria and objectives established. We can then focus on a scope and fee with the District to efficiently and thoroughly analyze these sites in light of the issues noted in the RFQP.

Based on our proposed project approach to the scope, the project schedule, and our experience with other Districts, we propose the following fees to perform the outlined scope of work in Phase 1:

Brookwood Partners DGI	\$65,000
Allowance for Appraisal Services (1)	\$10,000
Cost Estimating (2)	\$7,500
Reimbursable Expenses (3)	\$1,500
	\$84,000 NTE

Note (1): An allowance of \$10,000 for appraisal services for “as-is” property value estimates for the sites of Ralph J. Bunche Academy, the Former Administrative Building, and Lakeview Elementary School, which will be considered as an input into the team’s analysis of property valuation and property usage recommendations. The appraisal services firm will have specific knowledge of the Oakland submarket.

Note (2): An allowance of \$7,500 for construction estimates to establish budgets for alternative product types that might be considered.

Note (3): Typical and reasonable reimbursable expenses will be invoiced on a monthly basis.

Hourly Rates:

Work will be invoiced on an hourly basis for the team’s time and is to be based on the hourly rates below (These amounts may be revised annually with agreement by the District):

Core Team Members:

Chan U Lee
President and CEO, Devine and Gong \$320 per hour

Alan Katz
Principal, Brookwood Partners \$320 per hour

Chris White
Principal, Brookwood Partners \$290 per hour

Andrew Buhrmann/Candy Rupp
Senior Associate, Devine and Gong \$290 per hour

Alex Weinberg
Development Manager, Brookwood Partners \$225 per hour

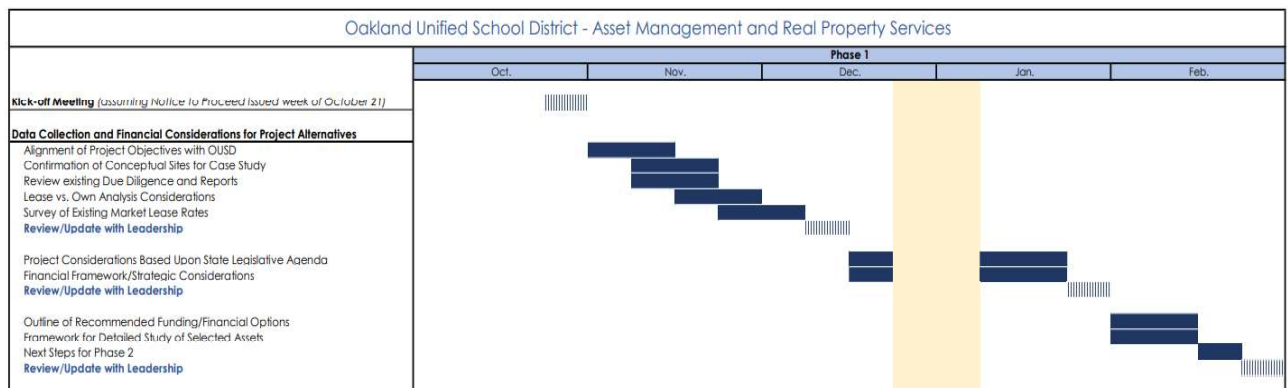
Additional Team Members:

Lev Weisbach
Architectural and Construction Management Lead \$270 per hour

Bruce Fukuji
CEQA Management and Community Outreach Lead \$285 per hour

Sean McPhetridge
Education Specialist and Consulting Superintendent \$275 per hour

Rates are subject to annual increases.



Preliminary Schedule for Phase 1 Scope