

**LONG BEACH UNIFIED SCHOOL
DISTRICT
REQUEST FOR STATEMENT OF
QUALIFICATIONS AND REQUEST FOR
PROPOSALS
For
BROKERAGE AND MARKETING SERVICES**

Request for Qualifications/Proposals Issued: 3/11/2022

Deadline for Brokers to Submit Questions: 4/1/2022

District to Respond to Questions: 4/13/2022

Deadline for Submittal of Responses: 4/27/2022

(Optional) District to Conduct Interviews: The week of 5/9/2022

Anticipated Board Date: June 1st 2022

I. BACKGROUND

The Long Beach Unified School District (“District”) has earned a reputation as one of America's finest school systems, winning many awards as a national and international model of excellence. Established in 1885, the District now educates more than 75,000 students in 84 public schools in the cities of Long Beach, Lakewood, Signal Hill, and Avalon on Catalina Island. With a team of more than 12,000 full-time and part-time employees, the District is the largest employer in the City of Long Beach.

The District is requesting submission of statement of qualifications and proposals (“RFQ/P”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“Firm(s)”) to provide Real Estate Brokerage and Marketing Services (“Service(s)”) to assist the District with the disposition of its real property, including sale, lease and exchange. The District has current need for brokerage services for the sale of District-owned property at 999 Atlantic Avenue and 4310 Long Beach Boulevard, but the District anticipates that the selected Firm will also assist in additional transactions relating to its other real property.

“Firm” includes any companies (including partnerships, corporations, or sole proprietorships) that the Firm has acquired an ownership interest in (in whole or in part) or merged with during the past five (5) years.

Firms that intend to submit a response to the RFQ/P (“Response”) must be:

- Insured; and
- a Licensed professional

The District reserves the right to contract with any or multiple Firms, to reject any Response to this RFQ/P as non-responsive, and not to contract with any Firm for the services described herein.

II. INSTRUCTIONS

Responses. Interested Firms must submit a Response via District’s PlanetBids Portal (<https://pbsystem.planetbids.com/portal/23758/portal-home>). **ALL RESPONSES MUST BE RECEIVED ON OR BEFORE 4:00 PM on April 27, 2022.** Specify “RFQ/P Response – Real Estate Marketing and Brokerage Services – [Firm Name]” in the Response.

No corrected or resubmitted Responses will be accepted after the above date. **Any Responses submitted after the deadline will be deemed non-responsive.**

III. QUESTIONS

Questions regarding this RFQ/P shall be submitted to District’s PlanetBids Portal (<https://pbsystem.planetbids.com/portal/23758/portal-home>). **All questions must be submitted by 4:00 PM on April 1st, 2022.** Specify “RFQ/P Questions – Real Estate Marketing and Brokerage Services – [Firm Name]” in the Response. Responses to all questions received will be posted on the District’s PlanetBids Portal on or before April 13, 2022.

Questions via phone calls, or other modes of communication other than the District’s PlanetBids portal, will not be considered and may be grounds for disqualification.

IV. MANDATORY QUIET PERIOD

From the date of issuance of this RFQ/P until the selection process is completed, any interested Firm and/or their agent or representative, shall not communicate with any District Superintendent, staff member, member of the Board, member of a Bond Oversight Committee, member of any other Board appointed committee, or District consultant regarding this RFQ/P. All communications must be transmitted to the District's PlanetBids Portal. Any interested Firm violating the communications prohibition may be disqualified at District's discretion.

V. SCOPE OF WORK & QUALIFICATIONS

The District requires a qualified Broker to provide marketing and negotiating services for District properties ("Property"), including the following:

1. **Schedule / Timeline for Deliverables.** Prepare and update, as needed, a marketing schedule for the Property, per milestones established by the District, and a schedule for submittal of Broker's deliverables.
2. **Valuation.** Provide valuation of the Property that provides best value to the District.
3. **Marketing & Outreach.** Work in cooperation with the District and any applicable consultants to market, advertise and obtain offers to sell or lease the Property.
4. **Budgets.** Prepare and update marketing budgets for the Property.
5. **Market Conditions.** Work with the District and their consultants by providing advice on current market conditions and trends that may impact the Property value.
6. **Meetings / Communications / Deliverables.** Participate as necessary in meetings with the District and their consultants monthly, at a minimum, to provide updates regarding efforts made to market and lease the Property. Provide all deliverables and reports. Communicate as needed with the District regarding status of the disposition of the Property.
7. **Bid Review / Negotiations.** Review all proposals for the purchase or lease the Property. Represent the District during negotiations and disposition process and coordinate with District's attorney(s) in the preparation of any agreements in connection with the disposition of the Property. Advise the District as to any representations the District must make when disposing of the Property and assist the District in preparing any such disclosures.

The District seeks a Broker that has the background, strength, management, and expertise to develop and implement a marketing program on a local, regional, and national basis. Broker must maintain all necessary real estate licenses applicable to the performance of the Services including, without limitation, licensure by the California Department of Real Estate ("DRE"). Brokers should have access to all consultants and or service organizations necessary to successfully perform the Services. The District expects that Brokers will have significant experience in the disposition of real property,

preferably in or about Los Angeles County.

VI. CONTENT OF PROPOSALS

For the District to consider Responses, they must be clear, concise, complete, well organized and demonstrate the Broker's ability to follow instructions. The quality and substance of answers is important, not the length of the Responses or visual exhibits.

The Responses shall be organized in the format listed below. Brokers shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements.

Section A. Submittal Letter

Include the RFQ/P's title and submittal due date, the name, address, e-mail address and telephone number of the responding Broker. Include a contact person and corresponding e-mail address. The person authorized by the Broker to negotiate a contract with the District shall sign the cover letter.

Section B. Table of Contents

Responses shall include a table of contents of the material contained in the Response according to the structure reflected in this Section and the corresponding page number for each subject matter.

Section C. Business Profile of the Broker

1. History of Broker and Broker's business form.
2. Identify who is authorized to sign agreements and represent the Broker in matters related to this RFQ/P.
3. Certify that the Broker or a representative thereof is appropriately licensed, including with the DRE, as a broker and/or real estate salesperson.
4. Provide an overview of the services provided by the Broker.
5. Provide a clear and concise rationale as to why the District should select the Broker. Describe Broker's specific approach to the Services that make Broker uniquely qualified to perform the Services or distinguishes the Broker from other Brokers.

Section D. References and Description of Experience

Describe the Broker's experience providing similar Services to California public entities, including K-12 and community college districts. If the Broker has no public entity experience, describe the Broker's experience providing the Services to private entities. Describe the Broker's expertise that enable it to perform the Services.

Provide the names and contact information for at least **five (5)** references, **three (3)** that are California public entities for which the Broker has performed similar Services and the dates of each engagement. If the Broker has no current or previous public entity clients, please provide **seven (7)** references for which the Broker has performed similar Services and the dates of each engagement.

Section E. Team

Please provide the names and résumés of staff who would be working with the District and identify individuals by responsibility. Please indicate who the primary contact will be and who will be responsible for the day-to-day work with the District. The District expects that the Broker's key personnel will remain consistent throughout the provision of the Services to the District.

Section F. Case Study / Example Marketing Materials

1. Please provide at least **two (2)** case studies that demonstrate the Broker's ability to conduct marketing campaigns of real property, preferably on behalf of a public entity, and explain how the marketing campaign effectively achieved the represented party's goal(s). Include in the case studies an explanation, if applicable, as to how you competitively and competently valued the property and provided recommendations as to the property's best use. Please explain the relevance of your case studies to the District.
2. Please provide at least **one (1)**, but preferably **two (2)**, example(s) of marketing materials utilized in marketing property to developers, purchasers, or lessees for purposes comparable to the District's, including, without limitation, examples of brochures, internet advertisements, listing materials, pamphlets, and signage.

Section G. Fees

The District's desires the **most competitive** fee structure possible. Please include the fee structure the Broker is proposing to perform the Services, including for selling District Property.

The District shall not be liable for the successful Broker's direct expenses for performing the Services and requires that the successful Broker bear all costs of performing the Services including, without limitation, all marketing expenses. Please indicate whether Broker requests additional reimbursable expenses and provide a fee schedule for reimbursable expenses.

Section H. Agreement

The form of Agreement for the Services is attached hereto as **Attachment 1**. Any proposed revisions or comments to the Agreement must be submitted to the District with the Broker's Response. The District will **not** consider any comments or proposed revisions to the Agreement submitted after the deadline for Responses. The Services identified in Exhibit B to the Agreement are subject to change at the District's sole discretion based upon the services to be provided by the selected Broker and the properties the District is seeking to dispose of.

Section I. Insurance

The selected Broker shall be required to maintain in effect during the performance of the Services insurance coverage as set forth in the Agreement attached hereto as **Attachment 1** ("Insurance Requirements"). Please certify that the Broker can comply with the Insurance Requirements.

Section J. Legal Issues

Please respond to each of the following questions:

1. List all actions brought against the Broker or an employee of the Broker within the last **ten (10) years** alleging violations of the law, or failure to adequately discharge Broker's duty(ies), in connection with the representation of a party during a real estate transaction. Describe the nature, status, and/or disposition of any such action.
2. Have there been any settlements or judgments involving such actions? Please describe each such settlement or judgment, including the amount of settlement/recovery.
3. List all complaints made by individuals, including to the DRE, against the Broker or an employee of the Broker within the last **ten (10) years**. For all such complaints, please describe the nature of the complaint, the disposition, including, without limitation, any penalty assessed against the Broker or employee or the suspension or revocation of the license of the Broker or the employee, and/or status of the complaint. Please describe any criminal matter filed against the Broker or employee of the Broker because of any such complaint and current status.

Section K. Conflict of Interest

If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Broker's performance of the Services.

VII. EVALUATION CRITERIA

A Selection Advisory Committee ("Committee") will select Broker(s) based on their qualifications and shall consider, without limitation, technical expertise and ability to perform the Services, prior experience, fees, comments to the Agreement, proximity of the offices, marketing approach, and overall responsiveness that meet the criteria set forth in this RFQ/P.

The Committee may choose to interview any, all, or none of the respondent Brokers as may be in the best interest of the District. If interviews are held, a Committee representative will notify those Brokers selected as to place, time, date, and location of the interview. It is anticipated the interviews will be conducted the week of May 9th, 2022. The Broker's main point of contact as stated in your response to this RFQ/P must be present at the interview.

VIII. TERMS AND CONDITIONS

The District reserves the right to contract with any Firm responding to this RFQ/P for all or portions of the Services, to reject any Response as non-responsive, and not to contract with any Firm for the Services described herein, or any part thereof. The District reserves the right to select any Firm(s) or no Firm. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from, or to contract with, any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Response in response to this RFQ/P.

Responses to this RFQ/P will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible

for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

Issuance of this RFQ/P does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a Response. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon either the issuance of a request for proposals to the established pool and/or a successful negotiation of terms and fees, as well as approval by the District’s Board of Education.

The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm’s work place. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.

ATTACHMENT 1

**LONG BEACH UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL
REAL ESTATE BROKERAGE SERVICES
FOR REAL PROPERTY**

This Real Estate Brokerage Services Agreement (“Agreement”) is made this _____ day of _____, 2020, (“Effective Date”) by and between the **Long Beach Unified School District**, a California public school district located in the County of Los Angeles, California (“District”), and _____, a commercial real estate services firm licensed in the State of California (“Broker”). District and Broker may be individually referred to herein as a “Party,” or collectively referred to as “Parties”.

RECITALS

WHEREAS, District is considering its options relating to the selling, leasing or development (“Disposition”) of the real property described and depicted in **Exhibit A** (“Property”), attached hereto; and

WHEREAS, District is authorized by Section 53060 of the Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of a licensed real estate broker to provide real estate brokerage services and advice, including property valuation, and marketing services as further set forth in **Exhibit B**, attached hereto and incorporated herein, for the Property; and

WHEREAS, Broker warrants that it is specially trained, licensed, experienced, and competent to perform the real estate brokerage and marketing services required by the District; and

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Services.** The Broker shall furnish to the District the services as described in **Exhibit B**, attached hereto, and incorporated herein by this reference (“Services” or “Work”).
2. **Term.** The “Term” of this Agreement shall be for two (2) years from the Effective Date and, unless sooner terminated under any provision hereof, the Term shall end on June 30, 2024. The Term may only be extended by a separate writing executed by both Parties and upon approval by the District.
3. **Submittal of Documents.** Broker shall not commence the Work under this Agreement until the Broker has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certificate
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
_____	_____

4. **Compensation.** Broker shall be compensated for Services satisfactorily rendered pursuant to this Agreement in accordance with the Schedule of Commissions as described in **Exhibit C**, attached hereto and incorporated herein by this reference (“Schedule of Commissions”).

5. **Independent Contractor.** Broker, in the performance of this Agreement, shall be and act as an independent contractor. Broker understands and agrees that Broker and Broker's employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Broker 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 Broker's employees.
6. **Licensing.** Broker warrants and represents that Listing Agent (as defined below) is licensed in the State of California and Broker shall require Listing Agent to maintain such license during the term of this Agreement. Broker further warrants and represents that Listing Agent is specially trained, experienced, and competent to perform the Services required by the District
7. **Listing Agent.** The following employee(s) of Broker: _____, (collectively referred to as "Listing Agent"), shall act as the District's sole agent during the Term of this Agreement with the exclusive right to represent the District. The District is entering into this Agreement in material reliance upon the personal skills of the Listing Agent. Any change in the Listing Agent must receive the prior written consent of the District, which may be given or withheld at the District's sole and absolute discretion, without stating reason therefore. If the Listing Agent is no longer employed or terminated by the Broker, District may immediately terminate this Agreement upon written notice to Broker.
8. **Materials.** Broker shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
9. **Expenses.** District shall not be liable to Broker for any costs or expenses paid or incurred by Broker in performing the Services.
10. **Authority.** District represents that it is the owner of the Property and/or has the full right, power, and authority to execute this Agreement and to consummate the transactions as contemplated herein, and to perform the District's obligations hereunder. Broker warrants that it is specially trained, licensed, experienced, and competent to perform the real estate brokerage and marketing services required by the District.
11. **Maintenance of Property.** District shall be responsible for the maintenance, repair, replacement, operation, or security of the Property during the Term of the Agreement. Broker shall not be liable for any loss, damage, or injury to the person or property of the District unless caused by Broker's negligence. At the District's discretion, the District may provide Broker a set of keys or other means to access the District's property for showings and marketing related purposes. However, Broker is responsible for locking and securing the property upon completion of activities on site.
12. **Submission of Offers.** Broker shall submit all offers or proposed contracts for the Property to the District. Broker shall not enter into binding or enforceable offer and/or contract on behalf of the District under this Agreement until the terms of the offer and/or contract have been accepted and approved by the District.
13. **Standard of Care.** Broker's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Broker's profession for services in California and to California school districts.
14. **Originality of Services.** Broker agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Broker and shall not be copied in whole or in part from any other source, except that submitted to

Broker by District as a basis for such Services.

15. **Copyright/Trademark/Patent.** Broker understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Broker consents to use of Broker's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
16. **Audit.** Broker shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Broker transacted under this Agreement. Broker shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Broker shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give thirty (30) days reasonable prior written notice to Broker and shall conduct audit(s) during Broker's normal business hours, unless Broker otherwise consents. If the Agreement involves the expenditure of public funds more than ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

17. **Termination.**

17.1. **Without Cause by District.** District may, upon sixty (60) calendar days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Broker for Services rendered in accordance with the Agreement to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Broker. Notice shall be deemed given when received by the Broker or no later than three (3) calendar days after the date of mailing, whichever is sooner. District acknowledges that this sixty (60) days' notice period is acceptable so that Broker can prepare documentation of Registered Person(s) and Registered Transaction(s), as defined herein.

17.1.1. **Registered Persons:** Broker shall, within five (5) business days after the expiration of the Term or termination hereof, provide District, in writing, with the name of those persons or entities with whom Broker directly engaged in negotiations pertaining to the Property ("Negotiations") during the Term hereof ("Registered Person(s)"). Broker shall, within five (5) business days after the expiration of the Term or termination hereof, provide District, in writing, with the type of transaction of the Property for which such Negotiations were conducted ("Registered Transaction(s)"). Those persons or entities who submitted written offers or letters of intent during the Term shall, however, automatically be deemed to be Registered Persons for the type of Registered Transaction which was the subject of such offer or letter of intent. If Broker fails, within five (5) business days after the expiration of the Term or termination hereof, to notify District of the existence of any Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Broker fails to timely specify a Registered Transaction for such person or entity. If no Registered Persons or Registered Transactions exist at the time of the effective date of termination, Broker shall not be entitled to the payment of any Commission for any disposition of the Property.

17.1.2. If, within ninety (90) days after the expiration of the Term hereof, District enters into a contract with a Registered Person for consummation of a Registered Transaction, the District shall, upon consummation of such Registered Transaction, pay Broker the Agreed

Commission for the Registered Transaction.

17.1.3. If, within ninety (90) days after the expiration of the Term hereof, District enters into another owner-agency or listing agreement with an agent other than Broker for any transaction concerning the Property, then District shall provide to District's new agent the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new agent shall not be entitled to receive any of the compensation payable to Broker hereunder for consummation of a Registered Transaction with a Registered Person.

17.2. **With or Without Cause by Broker.** Broker may, upon sixty (60) calendar days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Broker for Services rendered in accordance with the Agreement to the date of termination pursuant to Section 17.1.1. and shall be entitled only to that compensation as provided by Paragraphs 17.1.2 and 17.1.3. Written notice by Broker shall be sufficient to stop further performance of Services to District. Broker acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

17.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

17.3.1. Material violation by Broker of the Agreement or Request for Qualifications Proposal for Brokerage Marketing Services issued by the District on March 11, 2022 ("RFQ/P"); or

17.3.2. Any act by Broker exposing District to liability to others for personal injury or property damage; or

17.3.3. Broker is adjudged bankrupt, Broker makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Broker's insolvency.

Written notice by District shall contain the reasons for intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction are agreed to by the Parties, the Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Broker. If the expense, fees, and/or costs to District exceeds the cost of providing the Services pursuant to the Agreement, Broker shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of the expense, fees, and/or costs incurred. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

17.4. Upon termination, Broker shall provide District with all documents produced, maintained, or collected by Broker pursuant to the Agreement, whether such documents are final or draft documents.

18. **Indemnification.** To the furthest extent permitted by California law, Broker shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), including, without any limitation whatsoever, damages to property or persons, including any personal injury, sickness, and/or death, to the extent that the Claim arises out of, pertains to, or relates to, in any way whatsoever, to Broker, its officials, officers, employees, subcontractors, or agents performance of the Services, or this Agreement, including without limitation the payment of all consequential damages.

19. **Conflict of Interest.**

- 19.1. Broker represents that it will disclose to District in writing any prior relationships or present relationships that present, or appear to present, a conflict with the Services.
 - 19.2. The final determination of whether a conflict or potential conflict of interest exists shall be made entirely by District in its sole and absolute discretion.
 - 19.3. Broker expressly represents and warrants that it is unaware of any such conflicts as of the Effective Date of this Agreement.
20. **Dual Agency.** If, during the Term or within ninety (90) days of the expiration of the Term, a situation arises that may create a Dual Agency (as defined below), Broker shall, within five (5) business days of having knowledge of the aforementioned situation, provide the District with any and all information, in writing, relevant to the potential Dual Agency. Within fifteen (15) days of receipt of such information provided by the Broker, the District shall provide the Broker with written notification of the District's decision to approve or disapprove of the potential Dual Agency.
- 20.1. A dual agency arises where the Broker agrees to act as an agent of both the District and the purchaser/developer/lessee in the same transaction, subject to the knowledge and consent of the District and the purchaser/developer/lessee ("Dual Agency"). In a Dual Agency, the Broker has the affirmative obligation to the District and the purchaser/developer/lessee to maintain a fiduciary duty of utmost care, integrity, honesty, and loyalty in the dealings with either the District or the purchaser/developer/lessee. In representing both District and the purchaser/developer/lessee in a Dual Agency, the Broker may not, without the express written permission of the respective party, disclose to the other party that the District will accept a price less than the listing price or that the purchaser/developer/lessee will pay a price greater than the price offered.
21. **Natural Hazard Disclosures.** The District has informed Broker in writing of all knowledge of toxic, contaminated, or hazardous substances, or defective conditions, at the Property.
22. **Insurance.**
- 22.1. Broker shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below and which shall cover Services performed and actions taken related to this Agreement by Broker and/or its employees, agents, and consultants.
 - 22.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Automobile Liability Insurance that shall protect the Broker, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 22.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, Broker shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

22.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Broker’s profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000

22.2. **Proof of Carriage of Insurance.** Broker shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

22.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

22.2.2. Language stating those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

22.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Broker’s insurance policies shall be primary to any insurance or self-insurance maintained by District.

22.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

22.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

23. **Continuation of Broker’s Services.** Except in the event of District’s failure to make payment of undisputed amounts of the Agreement Price due Broker hereunder, Broker shall continue to provide and perform the Services despite any other dispute Broker may have with District.

24. **Interaction with the Media and the Public.** Broker shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Broker receives a complaint from a citizen or the community, Broker shall promptly inform District about the complaint. Furthermore, if Broker receives any inquiries from a citizen or the community, Broker shall immediately inform the Assistant Public Information Director for the District’s Facilities Development & Planning Department: Evelyn Somoza, esomoza@lbschools.net.

25. **Taxes.** Broker shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Broker agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Broker may be reported to the Internal Revenue Service.
26. **Assignment.** This Agreement is a personal services agreement. Broker shall not assign any of its rights or obligations under this Agreement, or any portion of this Agreement voluntarily to any third party without the prior written consent of the District, and any purported assignment without prior written consent of the District shall automatically terminate this Agreement.
27. **Confidentiality.** All data produced or compiled by Broker shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of District. All financial, statistical, personal, technical, and other data and information relating to the Property or District's operations which is made available to the Broker to carry out this Agreement shall be presumed to be confidential. Broker and Broker's agents, personnel, employee(s), official(s), officer(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, and shall protect the data and information from unauthorized use and disclosure. Broker shall not, however, be required by this section to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Broker's possession, is independently developed by the Broker outside the scope of the Agreement or is rightfully obtained from third parties. Broker's obligation to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Compliance with Laws.** Broker shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances, and regulations. Broker shall give all notices required by any law, ordinance, rule, and regulation relating to performance of the Services as indicated or specified. If Broker observes that any of the Services required by the Agreement is at variance with any laws, ordinance, rules or regulations, Broker shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of Work shall be made and the Agreement shall be amended in writing, or terminated effective upon Broker's receipt of a written termination notice from the District. If Broker performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Broker shall bear all costs arising therefrom.
29. **Permits/Licenses.** Broker and all Broker's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with performance of the Services.
30. **Employment with Public Agency.** Broker, if an employee of another public agency, agrees that Broker will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
31. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Broker 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 District policy. In addition, the Broker agrees to require like compliance by its subcontractor(s).
32. **District's Evaluation of Broker and Broker's Employees and/or Subcontractors.** District may evaluate Broker in any manner which is permissible under the law. District's evaluation may include, without limitation:

- 32.1. Requesting that District employee(s) or District's consultants evaluate Broker and Broker's employees and subcontractors and each of their performance.
- 32.2. Announced and unannounced observance of Broker, Broker's employee(s), and/or subcontractor(s).
33. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
34. **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.
35. **Disputes:** In the event of a dispute between the Parties as to performance of Services, Agreement interpretation, or payment, the Parties shall first attempt to resolve the dispute by negotiation and/or mediation. Pending resolution of the dispute, Broker shall neither rescind the Agreement nor stop Work.
36. **Fees and Expenses.** If either Party institutes legal action to enforce its rights under this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.
37. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or via email transmission, addressed as follows:

District

Long Beach Unified School District
ATTN:

Telephone:
Facsimile:
E-mail:

Broker

ATTN:

Telephone:
Facsimile:
E-mail:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

38. **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.
39. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
40. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

41. **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.
42. **Authority to Bind Parties.** Neither Party in the performance of all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
43. **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.
44. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
45. **Signature Authority.** Each Party has the full power and authority to enter and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
46. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
47. **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 herein.
48. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Long Beach Unified School District

[Broker]

Date: _____, 2022

Date: _____, 2022

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Information regarding Broker:

Broker: _____:

Employer Identification and/or Social Security Number

License No.:

Address:

NOTE: Federal Code of Regulations sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: California

Limited Liability Company

Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____
Proper Name of Broker: _____
Signature: _____
Print Name: _____
Title: _____

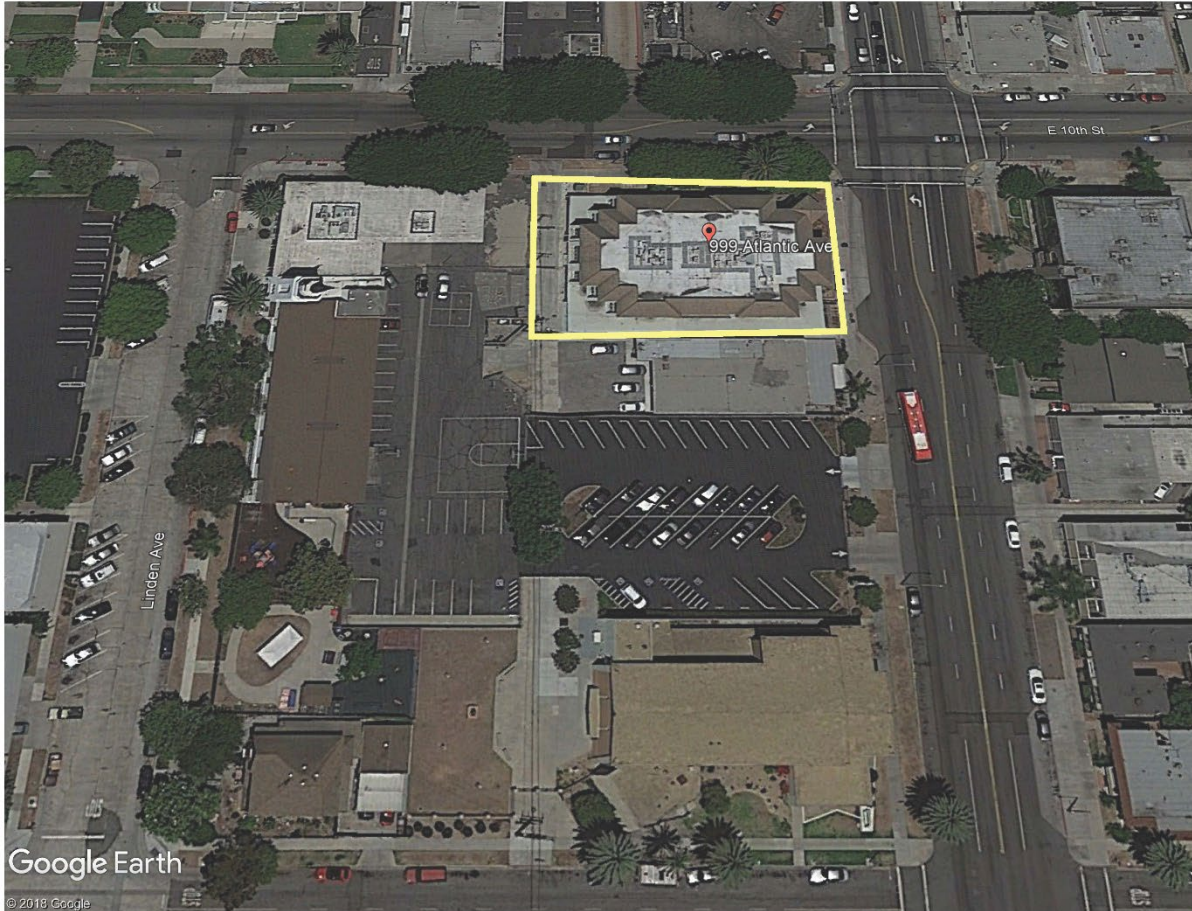
(In accordance with Article 5 – commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

EXHIBIT A

Insert Description and Depiction of Properties

999 Atlantic Avenue, Long Beach, CA

Aerial View:



The Property consists of a three-story Class B office building with a first-floor garage and subterranean garage. The land area is 14,800 square feet. The building area is 19,876 square feet.

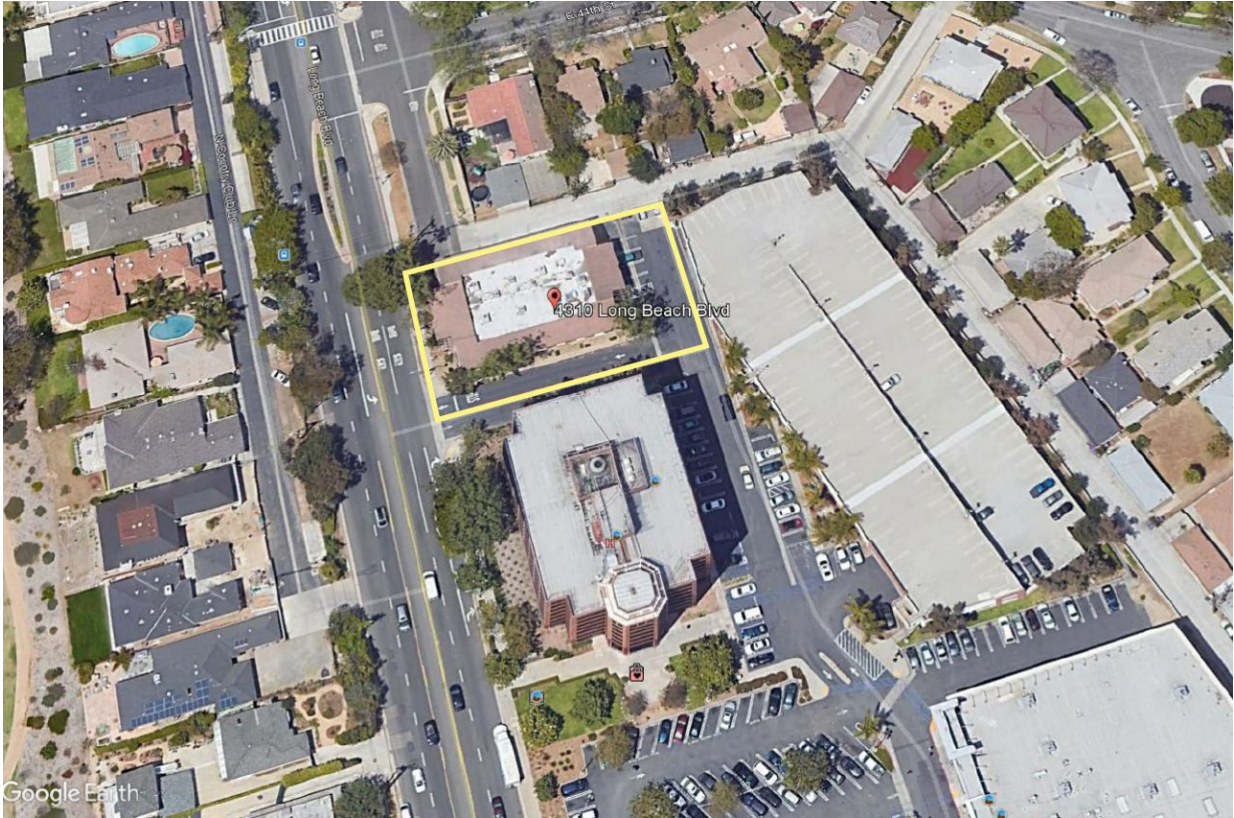
The Property is located within the Downtown Long Beach Planned Development PD-30 zone. Allowed uses include basic professional services such as beauty/nail shops, sales and repair shops, business headquarters and offices, governmental uses, basis retail sales, etc.

The Property is in a neighborhood surrounded by retail services, offices, medical services, churches, schools, etc. Specifically, the Property is bounded by:

To the north:	hospital
To the east:	office building
To the west:	First Lutheran School (private school)
To the south:	First Lutheran Preschool (private school)

4310 Long Beach Boulevard, Long Beach, CA

Aerial Views:



The Property consists of a single-tenant, two-story office building built in 1979. The land area is 14,960 square feet. The building area is 17,512 square feet with a net rentable area of 16,948 square feet.

The Property is located within the Community Commercial District with a zoning designation of Community Automobile-Oriented District. Allowed uses include retail and service uses for an entire community including convenience and comparison shopping for goods and associated services. Examples include rental car services, equipment sales and rentals, banks, restaurants, public and semi-public uses, basic personal services and live/work units.

The Property is in a neighborhood surrounded by retail services, offices, medical services, churches, schools, etc. Specifically, the Property is bounded by:

To the north:	single-family residences
To the east:	single-family residences
To the west:	single-family residences
To the south:	commercial and office uses

Other Properties

The Broker will likely assist with disposition, of other District property, as requested by the District Broker will be provided further information on these properties.

EXHIBIT B

Scope of Services

1. Services:

- 1.1. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and shall perform the following Services or Work:
 - 1.1.1. Broker shall prepare a detailed timeline consisting of key milestones and key deliverables that is consistent with the District's timeline for the disposition of Property.
 - 1.1.2. Broker shall prepare and update marketing materials for the Property in the form and format approved by the District. No marketing materials shall be published or disseminated without the District's prior written approval.
 - 1.1.3. Broker shall meet at least monthly with the District as to the status of marketing the Property and the Disposition.
 - 1.1.4. Broker shall provide asset specific valuation that captures current market conditions and evaluate Disposition opportunities for the Property that provide the best value to the District.
 - 1.1.5. Broker shall provide District updates at least every fourteen (14) calendar days on the Disposition of the Property, as well as new developments and comparable lease transactions.
 - 1.1.6. Broker shall prepare and submit a Broker Opinion of Value of the Property within fifteen (15) days of the Effective Date. The Broker Opinion of Value shall be updated on a periodic basis at the request of the District, but not less than on a quarterly basis.
 - 1.1.7. Broker shall advise the District and its consultants completing any other due diligence necessary to facilitate Disposition of the Property.
 - 1.1.8. Broker shall submit to District Quarterly Market Research reports and any other relevant marketing data or analysis(es) prepared by Broker.
 - 1.1.9. Broker shall work with the District and their consultants by providing advice on current market conditions and trends that may impact the Property value.
 - 1.1.10. Broker shall develop and submit to District a comprehensive and proactive marketing plan for the Disposition of the Property.
 - 1.1.11. Upon approval of the District, Broker shall install illustrative signage on the Property. Broker shall be responsible for the installation and day-to-day maintenance of the signage, which shall include ensuring that it is securely installed and free of any graffiti.
 - 1.1.12. Broker shall prepare and provide, at Broker's sole expense, collateral material, including but not limited to, photographs, videos, photo-models and 360-degree field-of-view virtual tours, flyers, brochures, mailers, and website postings, that market and promote the Property to prospective lessees and prospective developers. Broker shall be responsible for the distribution of the collateral materials and the maintenance and

operation of any Property website or Internet posting. These materials shall be updated on a periodic basis.

1.1.13. Broker shall identify websites that will advertise the Property. Broker shall be responsible for the costs of listing the Property on commercial sites, such as but not limited to: costar.com, loopnet.com, aircre.com, crexi.com, reonomy.com, brevitass.com, etc.,

1.1.14. Broker shall work in cooperation with the District and their consultants to market, advertise and obtain offers for the Disposition of the Property.

1.1.15. Broker shall identify other advertising and marketing opportunities and the cost of these items.

1.1.16. Broker shall develop and submit to the District a comprehensive list of prospective recipients for a request for proposal, within thirty (30) days of the Effective Date. Broker shall provide District with regular updates at least every seven (7) calendar days on the status of its efforts to market the Property to this list of prospective purchasers, lessees and/or prospective developers.

1.1.17. District shall refer to Broker all inquiries received by District relating to the Property, and Broker shall immediately follow-up on any inquiries received by the District.

1.1.18. Broker shall show the Property to interested parties. Broker shall obtain the prior written consent of the District to show the Property prior to any showing and shall comply, and shall ensure that all third parties comply, with any and all rules prescribed by the District while at the Property.

1.1.19. Broker shall assist the District in evaluating all bid proposals received for the Property.

1.1.20. Broker shall be responsible for all costs necessary to adequately market the Property to other brokerage firms, qualified lessees, purchasers, and qualified developers.

1.1.21. Broker shall represent the District throughout the negotiation and Disposition process and assist the District and the District's Attorney in the preparation and negotiation of any agreements required for the Disposition of the Property. Broker will enlist the efforts of its firm to secure a satisfactory tenant(s) for the Property and will also solicit the cooperation of other licensed real estate brokers. Broker shall assist the District in identifying, preparing, or otherwise making any representations required for the Disposition of the Property.

2. **Consultants:**

2.1. None.

3. **Information to be Provided by District to Broker:**

3.1. Preliminary title report, if in District's possession.

3.2. Information regarding the existence, if any, of contamination, soils problems, or other site deficiencies, if in District's possession.

3.3. Any Available: Building plans, ALTA surveys, existing title policies, geotechnical soil reports, environmental reports, miscellaneous consulting reports pertaining to the Property, all governmental permits or approvals made by District or in District's possession, and any other documentation in District's control or possession that might be relevant to the transaction.

EXHIBIT C

Insert Schedule of Commissions