COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 24–2026
Adopted October 20, 2026

AUTHORIZING A LEGAL SERVICES CONTRACT WITH JONES HALL LLP, IN AN AMOUNT NOT TO EXCEED $153,000, FOR DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH THE PROPOSED ISSUANCE OF THIRD LIEN TAX ALLOCATION BONDS TO FUND (1) AFFORDABLE HOUSING INFRASTRUCTURE IN CANDLESTICK POINT AND (2) AFFORDABLE HOUSING PROJECTS IN CANDLESTICK POINT AND TRANSBAY

WHEREAS, Health and Safety Code ("HSC") Section 34177.7(a)(1)(A) and (B) authorizes the Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("OCII") to issue bonds, backed by the property tax revenues available in the successor agency's Redevelopment Property Tax Trust Fund that are not otherwise obligated, to finance certain enforceable obligations that the California Department of Finance ("DOF") had finally and conclusively approved; and,

WHEREAS, Bonds authorized under 34177.7 of the HSC require review and approval by the Oversight Board of the City and County of San Francisco ("Oversight Board") and DOF; and,

WHEREAS, Subject to Commission, Oversight Board, and Department of Finance approval, OCII is planning to issue approximately $253 million Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2027 Taxable Third Lien Tax Allocation Bonds (Affordable Housing Projects) and approximately $60 million Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2027 Tax-Exempt Third Lien Tax Allocation Bonds (Affordable Housing Infrastructure); and,

WHEREAS, The issuance of debt requires the legal advice and services of bond counsel and disclosure counsel to ensure procedural and disclosure compliance with federal and state law and regulations; and,

WHEREAS, Selection of contractors must be in accordance with OCII's Purchasing Policy (November 15, 2011) ("Purchasing Policy"); and,

WHEREAS, Section IX.C.5 of the Purchasing Policy provides that the staff may select a contractor from a City and County of San Francisco ("City") panel that was established using the City's competitive selection process; and,

WHEREAS, In November 2025, pursuant to a competitive Request for Proposal process, the City Attorney's Office established a bond and disclosure counsel panel; and,

WHEREAS, OCII issued a request for proposals to all bond and disclosure counsel firms in the City panel, received five proposals prior to the submission deadline, formed a review panel, and selected Jones Hall LLP ("Counsel") as most qualified to act as disclosure counsel; and,

WHEREAS, OCII recommends entering into a legal services contract ("Contract") with Counsel, in an amount not to exceed $153,000, for disclosure counsel services related to the issuance of the proposed tax allocation bonds described in this Resolution; and,

WHEREAS, The term of this Contract shall begin on the Effective Date and end on the closing date of the Bonds unless terminated by either party as provided by the Contract or extended at the direction of the OCII Executive Director; and,

WHEREAS, Payments under this Contract will be provided from the proceeds of any bond issuance; and,

WHEREAS, A copy of the Contract is on file with the Secretary of the Commission; and,

WHEREAS, Authorization of the Contract with Counsel is not subject to environmental review under the California Environmental Quality Act ("CEQA") because it is an administrative activity of government that will not result in direct or indirect physical changes in the environment, pursuant to CEQA Guidelines § 15378 (b) (5); now, therefore, be it

RESOLVED, The Commission authorizes a Legal Services Contract with Jones Hall LLP in an amount not to exceed $153,000, to provide disclosure counsel services in connection with the issuance of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2027 Taxable Third Lien Tax Allocation Bonds (Affordable Housing Projects) and Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2027 Tax-Exempt Third Lien Tax Allocation Bonds (Affordable Housing Infrastructure); and be it further

RESOLVED The Commission authorizes the Executive Director of OCII to take such actions as may be necessary or appropriate, to effectuate the purpose or intent of this resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of October 20, 2026.

_____
Commission Secretary

Exhibit A: Legal Services Contract with Jones Hall LLP

Exhibit A

LEGAL SERVICES CONTRACT SUMMARY
(DISCLOSURE COUNSEL)

NAME OF COUNSEL'S LAW FIRM: JONES HALL LLP

LEAD ATTORNEY: CHRIS LYNCH

Address: 4 West 4th Ave, Suite 406, San Mateo, CA 94402

Telephone: 415-391-5780
Cell Telephone: 415-370-4547
Facsimile: 415-391-5784

Effective Date of Contract: _____, 2026

Title of Financing(s): Successor Agency to the Redevelopment Agency of the City and County of San Francisco 2027 Taxable and Tax-Exempt Third Lien Tax Allocation Bonds (Affordable Housing Projects, Affordable Housing Infrastructure)

Scope of Services: Disclosure Counsel Services

Contract Not to Exceed Amount: $153,000

OCII REPRESENTATIVE(S): Nicholas Jones / James B. Morales

Telephone: 628-652-8520 / 628-652-8526

Cell Telephone: N/A

Facsimile: N/A

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

LEGAL SERVICES CONTRACT
(Public Finance/Bond Disclosure Counsel)

This LEGAL SERVICES CONTRACT ("Contract") dated as of _____, 2026, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, commonly known as the Office of Community Investment and Infrastructure ("OCII" or the "Agency"), and JONES HALL LLP ("Counsel").

WHEREAS, The Redevelopment Dissolution Law, as amended by Senate Bill No. 107 (stats. 2015, chapter 3251), provides that OCII has the authority, with approval of its oversight board and the California Department of Finance ("DOF"), to issue bonds to fund the construction of: affordable housing in Hunters Point Shipyard Phases 1 and 2, Candlestick Point, Mission Bay North, Mission Bay South, and Transbay (Section 34177.7(a)(1)(A) of the Health and Safety Code); and

WHEREAS, Pursuant to OCII's enforceable obligations, OCII intends to issue tax allocation bonds to fund required housing infrastructure and affordable housing projects; and

WHEREAS, Selection of contractors must be in accordance with OCII's Purchasing Policy, as last amended by the Redevelopment Agency of the City and County of San Francisco ("Former Agency") on November 15, 2011 (the "Purchasing Policy"); and

WHEREAS, Section IX, C, 5 of the Purchasing Policy authorizes OCII staff to select a contractor from a City panel that was established using the City's competitive selection process; and

WHEREAS, in November 2025, pursuant to a competitive process, the City Attorney's Office established a panel of qualified bond and disclosure counsels which remains in effect; and

WHEREAS, OCII selected Counsel from the City's panel as most qualified to provide the scope of services based on relevant experience in tax allocation bond transactions, knowledge of OCII debt portfolio, and staff depth and qualifications, as well as knowledge and transaction experience in the post-dissolution environment; and

WHEREAS, Counsel is ready, willing and able to provide the legal services contemplated by this Contract; and

WHEREAS, This Contract creates an on-going attorney-client relationship between Counsel and the OCII. The attorney-client relationship shall remain in place at all times from the effective date of this Contract until such time as either party provides written notice of its intent to terminate the attorney-client relationship. The attorney-client relationship will remain in place continuously under this Contract until such notice is provided, regardless of whether Counsel is actively performing legal work for the OCII.

Accordingly, for and in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the OCII and Counsel agree as follows:

1. DEFINITIONS

For the purpose of this Contract, certain capitalized terms are defined as follows:

"**Agency**" means the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (sometimes referred to as the Successor Agency or Agency), a public entity established pursuant to the Redevelopment Dissolution Law Cal. Health & Safety Code, §§ 34170 et seq., and whose governing body is the Successor Agency Commission, which was established pursuant to Ordinance No. 215-12 (Oct. 4, 2012). Unless otherwise indicated, whenever this Contract refers to an act that the Agency may or must take, such reference includes the Agency's Executive Director and designees, acting on behalf of the Agency.

"**Agency Representative**" is the OCII Executive Director or his or her designee described in the preamble to this Contract.

"**Bonds**" means the 2027 Taxable and Tax-Exempt Third Lien Tax Allocation Bonds (Affordable Housing Projects, Required Housing Infrastructure) or as may otherwise be designated.

"**Compensation**" shall mean the compensation payable to Counsel for the Services, subject to the terms and conditions hereof, as provided in Section 5 hereof and Fee Schedule.

"Contract" shall mean this Contract, as it may be amended from time to time in accordance with its terms.

"**Counsel**" shall mean the law firm identified in the preamble to this Contract.

"**Effective Date**" shall have the meaning given in Section 4 hereof.

"**Fee Schedule**" means the breakdown of fees and reimbursable amounts payable to Counsel as Compensation for the Services hereunder, including the guaranteed maximum costs of this Contract, attached hereto as Exhibit B.

"Financing" means the sale and issuance of the Bonds.

"OCII" means "Agency" as defined in this section.

"**OCII Representative**" means "Agency Representative" as defined in this section.

"Official Statement" means either the official statement or other disclosure document for the Bonds prepared in accordance with SEC Rule 15c2-12 and other applicable law.

"**Services**" means the services to be performed by Counsel pursuant to this Contract, including, but not limited to, the scope of services described in Section 2 below.

"**Tax Code**" shall mean the United States Internal Revenue Code of 1986, as amended.

"**Term**" means the term of this Contract specified in Section 3 hereof.

2. CONTRACT SERVICES AND PERSONNEL

2.1 APPOINTMENT OF COUNSEL. The OCII engages and appoints Counsel to perform legal services in connection with the Financing and Counsel accepts such engagement and appointment, upon the terms and conditions set forth in this Contract. Counsel also agrees to provide the Services required hereunder, in an efficient and professional manner, to the reasonable satisfaction of the OCII Representative identified in the Contract Summary. Except to the extent, if any, specifically provided herein or specifically authorized in writing by the OCII Representative, Counsel shall have no right or authority, express or implied, to commit or otherwise obligate the OCII in any manner whatsoever.

2.2 SERVICE PROVIDERS. Counsel shall make available such attorneys and other personnel as are qualified to advise and provide services on matters relating to this Contract. Counsel also agrees that Contract services shall be provided by competent attorneys and other personnel with appropriate levels of experience for the performance of such tasks, who are employed by Counsel; provided, however, that particular services may be subcontracted with the prior written approval of the OCII Representative. Counsel agrees to utilize the following principal personnel as providers of Contract services:

Chris Lynch, Lead Counsel
Matthew Cooney, Disclosure Counsel

Any change in the lead attorney requires the OCII Representative's prior written approval. Staffing decisions required to be taken by Counsel in an emergency for which prior written approval of the OCII Representative required hereunder is not feasible shall be limited to such emergency situation only, taken by Counsel in a reasonable manner and require immediate follow-up discussions with the OCII Representative.

2.3. GENERAL SERVICES.

(a) Participation in the Financing. Counsel shall cooperate with the OCII's staff, financial consultants, underwriters and other Financing team participants in planning the structure and terms of the Financing, advise the OCII regarding the preparation of an Official Statement and other written disclosures relating to the Bonds, and perform other services customarily performed by disclosure counsel in connection with similar financings. Counsel shall also attend or otherwise participate in working group meetings and telephone conferences of those involved in the Financing, as well as meetings of the OCII's Commission at which the Financing is considered and such other meetings as the OCII may determine necessary or appropriate.

(b) Other Services. Any other services in connection with the Financing requested by the OCII Representative but only within the scope of the services customarily provided by disclosure counsel in connection with similar financings.

(c) Invoices. Prior to the Closing, Counsel shall provide the OCII Representative with an invoice for the services provided and costs advanced to the OCII, pursuant to this Contract a copy of which shall also be included in the bond transcript.

(d) Post-Closing Services. Following the closing of the Financing, Counsel shall provide routine consultation to the OCII, as reasonably requested by the OCII, on matters related to disclosure in connection with the Bonds and the Financing. Counsel shall not be responsible for providing the legal services required for compliance with rebate requirements or continuing annual disclosure under SEC Rule 15c2-12; however, Counsel shall cooperate with the OCII and the OCII's Disclosure Counsel, if any, to the extent reasonably necessary to achieve such compliance.

(e) Attorney-Client Privilege. Counsel acknowledges that it has no authority to waive the attorney-client privilege on behalf of the OCII and agrees to conduct its activities relating to this matter in such a manner as to maintain the confidentiality of communication between Counsel and the OCII (including the OCII Representative and any OCII official or employee). Counsel further agrees not to waive the attorney-client privilege with respect to documents or communications obtained or conducted in connection with this matter without the express written consent of the OCII.

2.4 ADDITIONAL SERVICES. Counsel shall provide legal services pertaining to the Financing on the terms and conditions provided therein, by serving as Disclosure Counsel, as designated below in Section 2.4.2.

2.4.1 Bond Counsel or Co-Bond Counsel Services. **[intentionally omitted]**

2.4.2 Disclosure Counsel Services.

(a) Disclosure Document Preparation. After conducting its independent due diligence review, Disclosure Counsel will prepare or assist in the preparation of the Official Statement and disclosure issues relating to the Bonds.

(b) 10(b)-5 Negative Assurance Letter. For public sale, subject to the completion of proceedings to the satisfaction of Counsel, provide a letter of Counsel addressed to OCII and the underwriter that, although Counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and makes no representation that Counsel has independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Counsel's attention that cause Counsel to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the bond insurer and its policy, and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Counsel will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date of the opinion contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Private Sale Opinion. For private sale, deliver opinion, as necessary.

(d) Attendance at Hearings. Respond to questions during public hearings related to the proposed refunding before the OCII Commission and its Oversight Board.

(e) Participate in DOF Review. Respond to questions during the review by the California State Department of Finance.

(f) Transaction Closing. Provide services necessary to complete the closing of the Financing in coordination with Bond Counsel and other Financing participants.

(g) Invoices. Prior to closing, provide the OCII Representative an invoice of the Disclosure Counsel services provided and costs advanced to the OCII, in accordance with the Fee Schedule attached hereto as Exhibit B and Article 5 of this Contract.

2.5 EXCLUDED SERVICES. The Services contemplated by this Contract do not include the following:

2.5.1 Representation of the OCII or any other party to the Financing in any ruling request to the Internal Revenue Service or other administrative proceeding involving the Bonds, including, but limited to, any validation action or other litigation (except as expressly provided with respect to the indemnification herein or as otherwise provided in this Contract);

2.5.2 Ensuring compliance with any state blue sky laws;

2.5.3 Providing any financial advice or analysis; or

2.5.4 Services in connection with rebate compliance or continuing disclosure, except as otherwise specifically provided herein.

3. TERM

The term of this Contract shall begin on the Effective Date and end upon the closing of the Bonds, unless terminated earlier by either party as provided in this Contract or extended at the discretion of the Executive Director, provided, however, that the contract provisions that survive this contract, including the insurance and indemnity provisions, shall continue to remain in effect according to their terms.

4. EFFECTIVE DATE

Subject to full execution hereof, this Contract shall be deemed effective as of the date first written above, which is the date on which this Contract was executed by the Executive Director.

5. COMPENSATION AND BILLING RATES

5.1 FEES; PAYMENT CONTINGENT ON SUCCESSFUL COMPLETION OF FINANCING. As full recompense for all of the Services rendered by Counsel under this Contract, the OCII shall pay to Counsel the Compensation set forth in the Fee Schedule attached hereto as Exhibit B, subject to the terms and conditions hereof. The attached Fee Schedule may be amended from time to time, with the written approval of the parties hereto, in connection with the issuance and sale of future series of the Bonds. The Fee Schedule sets forth a breakdown of the fees and reimbursable amounts payable hereunder, and the guaranteed maximum cost of this Contract to the OCII. Notwithstanding anything to the contrary herein, the Compensation of Counsel is contingent upon the successful sale and issuance of the Bonds or Financing and upon the OCII Representative's reasonable determination that the services have been satisfactorily rendered in accordance with this Contract. Compensation shall be payable within a reasonable time after the submission of the invoices and closing the Financing.

5.2 GUARANTEED MAXIMUM COSTS; OCII'S OBLIGATIONS LIMITED TO CERTIFICATION AMOUNT. The OCII's obligation hereunder shall not at any time exceed the amount approved by the OCII for the purpose and period stated in such approval.

5.3 GRATUITOUS SERVICES. The OCII and its employees and officers are not authorized to request Counsel to perform services beyond the scope of the services agreed upon in this Contract, unless the Contract is amended in writing and approved by the parties. The OCII is not required to reimburse Counsel for services that are provided by Counsel that are beyond the scope of the services agreed upon in this Contract and which were not approved by a written amendment to this Contract having been lawfully executed by the OCII.

5.4 APPROVAL REQUIRED FOR ADDITIONAL FUNDING. The OCII and its employees and officers are not authorized to offer or promise Counsel additional funding for this Contract that would exceed the amount authorized pursuant to this Contract for Counsel's performance hereunder. Additional funding for this Contract in excess of such approved amount shall require lawful approval and certification by the OCII.

6. METHOD OF PAYMENT

6.1 INVOICES. As a condition to payment of any Compensation, Counsel must furnish an invoice prior to the Financing closing in a form reasonably acceptable to the OCII Representative identifying in reasonable detail the work performed, together with such additional supporting information as the OCII Representative may reasonably require. OCII Representative shall review and approve invoices forthwith to permit payment at closing.

6.2 PAYMENT CONTINGENT ON OCII REPRESENTATIVE APPROVAL OF INVOICES AND ON SUCCESSFUL CLOSING. All charges incurred under this Contract shall be due and payable only upon (1) approval by the OCII Representative of an invoice for work performed in accordance with this Contract and (2) the successful completion of the sale of the Bonds and closing of the Financing. Counsel assumes the risk of non-payment in the event the Bonds are not sold or the Financing does not close prior to the expiration of this Contract, for any reason, including, but not limited to, the OCII's determination in its sole and absolute discretion not to proceed with the Financing.

6.3 TAXES. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Contract or the Services delivered pursuant hereto, shall be the obligation of Counsel. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Counsel or any of Counsel's employees. OCII will not treat Counsel or any of Counsel's employees as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Counsel understands and agrees that it is Counsel's responsibility to pay all taxes required by law, including self-employment social security tax. OCII will issue an IRS 1099 Form, or other appropriate tax reporting document, to Counsel for the Contract services.

6.4 BENEFITS. Counsel and its employees will not be eligible for, and will not participate in, any health, pension, or other benefit of OCII, which exists solely for the benefit of OCII employees during the Contract Term.

6.5 INVOICE DOCUMENTATION. All costs and services described in Counsel's invoice shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges.

7. INTENTIONALLY OMITTED.

8. INTENTIONALLY OMITTED.

9. INSURANCE

9.1 COVERAGE.

A. Counsel must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Counsel, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 9, OCII requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

(2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Professional Liability Insurance appropriate to the Counsel's profession covering all negligent acts, errors and omissions.

C. Minimum Limits of Insurance. Counsel must maintain limits no less than:

(1) General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit ($4,000,000).

(2) Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of $1,000,000 for bodily injury by accident and $1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Counsel has employees).

(4) Professional Liability Insurance: $2,000,000 per claim and in the annual aggregate. If Counsel's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by Counsel for no less than five (5) years beyond completion of the Scope of Services.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the OCII. At the option of the OCII, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Counsel shall provide a financial guarantee satisfactory to the OCII guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The "Office of Community Investment and Infrastructure/Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees are included as Additional Insured as respects: the General Liability; liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Counsel; and liability arising out of work or operations performed by or on behalf of the Counsel. This insurance is Primary over any similar insurance available to any person or organization we have added to this policy as Additional Insureds."

(2) For any claims related to this Contract, Counsel's insurance coverage must be primary insurance as respects to the OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Counsel's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.

(4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OCII.

(5) Counsel hereby grants to the OCII a waiver of any right to subrogation which any insurer of said Counsel may acquire against the OCII by virtue of the payment of any loss under such insurance. Counsel agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or

not the OCII has received a waiver of subrogation endorsement from the insurer.

(6) If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Counsel must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

F. 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 approved by the OCII's Risk Manager.

G. Verification of Coverage. Counsel must furnish the OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the OCII. The OCII reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

H. Subcontractors. Counsel shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

10. TERMINATION

10.1 The Agency may terminate this Contract at any time without cause upon written Notice of Termination to the Counsel; provided, however, that in the event of such termination, the Agency shall compensate the Counsel for work completed to the satisfaction of the Agency as of the date of such notice or the date of termination specified in and directed by such notice. Upon such termination, all rights, powers, privileges and authority granted to Counsel under this Contract shall cease: Counsel shall, however, continue to be subject to the indemnification and Professional Liability Insurance requirements of this Contract which are intended to survive Termination or completion of the services contemplated by this Contract.

10.2 Non-Exclusive Remedies. The OCII's right to terminate this Contract under this Article 10 is not its exclusive remedy but is in addition to all other remedies provided to it by law, in equity, or under the provisions of this Contract.

10.3 Duties Upon Termination. Upon termination of this Contract, Counsel shall provide the OCII with copies of all documents in its possession belonging to the OCII. Counsel further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of the OCII.

11. INDEMNIFICATION

(a) Counsel shall indemnify and hold harmless the OCII, the City and County of San Francisco, and their respective officers, employees, agents and members of their boards and commissions (each an "Indemnified Party") from and against any and all losses, claims, demands, damages, liabilities, actions, judgments and awards (collectively, "Claims") sustained by an Indemnified Party that are determined in a final, binding judgment against Counsel by a court of competent jurisdiction to have proximately resulted from professional negligence of Counsel in connection with its performance of legal services under this Contract. Nothing in this Section 11 shall obligate Counsel to pay or reimburse an Indemnified Party for any damages, legal costs or expenses incurred, including attorneys' fees, unless Counsel is adjudicated liable for such damages, legal costs or expenses incurred, including attorneys' fees, in such a final judgment. In no event shall Counsel's liability under this Contract exceed the policy limits of its available Professional Liability Insurance maintained pursuant to Section (9.1)(c)(4) with respect to any Claims. Although Counsel has agreed to indemnify the City, the officers, employees and agents of the OCII and the City and members of the OCII's and the City's boards and commissioners under this Section 11, the OCII and Counsel expressly agree that Counsel has no attorney-client relationship with any individual or entity other than the OCII with respect to the matter covered in this Contract.

(b) Promptly after receipt by an Indemnified Party of written notice of the filing of any Claim or the commencement of any action on any Claim, the Indemnified Party shall, if a claim in respect thereof is to be made against Counsel under this Section 11, notify Counsel in writing of the filing or commencement thereof; but the omission to so notify Counsel shall not relieve Counsel from any liability which it may have to such Indemnified Party otherwise than under this Section 11. In case any such claim or action shall be brought against an Indemnified Party and the Indemnified Party shall notify Counsel of the filing or commencement thereof, Counsel shall be entitled to participate therein and, to the extent that it wishes in its sole discretion, to assume the defense thereof, with counsel reasonably acceptable to the Indemnified Party, and to pay the costs or expenses incurred, including attorneys' fees. After timely written notice from Counsel to the Indemnified Party of its election to so assume the defense thereof, the Indemnified Party shall waive any right to claim liability of Counsel for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof, so long as Counsel continues to diligently pursue such defense. However, if Counsel assumes the defense pursuant to this Section 11, any Indemnified Party shall have the right to select separate counsel to assert legal defenses that may be different from or additional to those available to Counsel and otherwise participate in the defense of such action on behalf of the Indemnified Party. In such event the Indemnified Party shall bear the fees and expenses of such separate counsel for the Indemnified Party in defending such claim or action without any

contribution or reimbursement by Counsel. Nothing in this Section shall limit any of the OCII's rights or remedies under this Contract or at law or in equity. The indemnity agreements contained in this Section shall survive the termination, expiration or cancellation of this Contract.

12. CONFLICTS OF INTEREST

12.1 Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of the OCII who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for two years thereafter. The term "Counsel" includes the employees, officers (including board members, if any) agents and subcontractors of Counsel. In order to carry out the purposes of this section, Counsel shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this section. If the OCII determines that Counsel is a "consultant" within the meaning of the OCII's Conflict of Interest Code, Counsel must complete the required disclosure forms, which will be provided by OCII.

12.2 RULES OF PROFESSIONAL CONDUCT. Counsel certifies by its execution of this Contract that it has disclosed in advance any actual or potential conflict of interest that exists under the California Rules of Professional Conduct to the OCII. Counsel further agrees to notify the OCII Representative in writing in advance of any actual or potential conflict that may arise after execution of this Contract so that the OCII's Executive Director may determine whether to exercise a waiver of such conflict of interest.

13. COUNSEL'S DUTY OF LOYALTY

Counsel agrees, for itself and its subcontractors, if any, to abide by the OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the OCII's Personnel Policy and which states in part as follows:

> "Unless approved in advance in writing by the Agency, no present or former employee, Commissioner or consultant of the Agency shall knowingly act for anyone other than the Agency in connection with any particular matter in which the Agency is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an Agency employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

14. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Contract, Counsel acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code ("Section 1.126"), which prohibits any person who contracts with the OCII for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by such individual, the board on which that individual serves, or a state agency on whose board an appointee of that individual serves; (2) a candidate for the office held by such individual; or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Counsel acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Counsel further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Counsel's board of directors; Counsel's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Counsel; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Counsel. Additionally, Counsel acknowledges that Counsel must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Counsel agrees to provide to the OCII the names of each member of Counsel's board of directors; Counsel's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Counsel; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Counsel.

15. NOTICES

All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally, when received by facsimile transmission, or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to the OCII:	Office of Community Investment and Infrastructure, Successor Agency to the Redevelopment Agency of the City and County of San Francisco 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 Attention: Nick Jones, Debt Manager
If to Counsel:	At the address set forth on the Contract Summary.

or to such other addresses as the parties may designate by notice as set forth above.

16. NO PERSONAL LIABILITY

No member, official or employee of the OCII shall be liable personally to Counsel or any successor in interest in the event of any default or breach by the OCII or for any amount which may become due to Counsel or any successor or on any obligation under the terms of this Contract.

17. ASSIGNMENT OF CONTRACT

Counsel shall not assign this Contract, or any part thereof, without the prior express written consent of the OCII.

18. NON-FEDERAL LABOR STANDARDS

Counsel agrees that any employees performing work or services for Counsel shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions and benefits applicable to similar work or services performed in San Francisco. Counsel further agrees that the inclusion of the above provisions in this Contract shall not be construed to relieve Counsel or any subcontractor from the pertinent requirements of any applicable Federal labor standards provisions. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

19. INDEPENDENT CONTRACTOR

Counsel hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and attorney in fact for the OCII, not as an agent or an employee of the OCII. Counsel has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Counsel agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Counsel agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

20. RECORDS, REPORTS AND AUDITS

20.1 SUPPLEMENTAL RECORDS. N/A

20.2 REPORTS AND INFORMATION. At such times and in such forms as the OCII may require, there shall be furnished to the OCII or its designated representative such statements, records, reports, data and information as the OCII reasonably may request pertaining to matters covered by this Contract.

20.3 AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the OCII may deem necessary, there shall be made available to the OCII or its representatives for examination all records with respect to all matters covered by this Contract. Counsel will permit the OCII to audit, examine and make excerpts or transcripts from such records, and to

make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

21. CONFIDENTIALITY

All of the reports, information, data or other materials prepared or assembled by Counsel under this Contract, including Counsel's opinions and conclusions based upon such items, are confidential. Counsel agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the OCII. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of the OCII.

22. NONDISCRIMINATION AND EQUAL BENEFITS

22.1 There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Counsel will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

22.2. Counsel will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

22.3. Counsel will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22.4 Counsel agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of the OCII's Nondiscrimination in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time.

22.5. Counsel shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law.

22.6 The City and County of San Francisco has certified Jones Hall LLP, Supplier No. 17433, as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). Accordingly, the OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

23. EQUAL EMPLOYMENT OPPORTUNITY

23.1 Counsel acknowledges that the OCII is committed to promoting employment opportunities for women and minorities and to diversity in the workplace. Accordingly, Counsel agrees that its employment program will include recruiting from a broad and diverse pool of applicants (consistent with the firm's size and hiring needs), including but not limited to recruitment and consideration of minority and woman law students and attorneys.

23.2 Counsel agrees to establish and maintain a practice on diversity, equal opportunity hiring and retention and nondiscrimination which encourages diversity and prohibits discrimination; to have an established and clear internal process for receiving and responding to complaints of discrimination; and to designate one or more persons as responsible within the firm for general issues related to achieving a diverse workplace, recruiting, retention and training.

24. COMPLIANCE WITH THE OCII'S MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICIES

Counsel agrees, as of the date of this Contract and during the term of this Contract, to comply with the OCII's Minimum Compensation Policy and Health Care Accountability Policy (see "Minimum Compensation Policy Declaration", Exhibit E and "Health Care Accountability Policy Declaration", Exhibit F, collectively the "Policies"), adopted by Agency Resolution 168-2001, as such Policies may be amended from time to time. Such compliance includes providing all "Covered Employees," as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

25. JOINT VENTURE/CO-COUNSEL PROVISION

25.1 Counsel acknowledges that the OCII is committed to promoting contracting opportunities for small businesses, including women and minority owned law firms. Accordingly, the OCII may request Counsel to enter into joint venture or co-counsel relationships to represent the OCII. Counsel agrees to consider such requests in good faith and to attempt to negotiate such relationships unless conflicts or other reasonable impediments prohibit it.

25.2 If this Contract is or becomes part of a joint venture or co-Counsel arrangement, then the OCII shall designate Lead Counsel and the working relationship and allocation of responsibility desired by the OCII. It is expected that Lead Counsel and additional Counsel will consult and cooperate with the other and each will defer to the other in each's area of expertise and responsibility.

26. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

If Counsel intends to utilize subcontractors and/or subconsultants in the provision of Contract services, it must consult with the OCII's Contract Compliance Division and comply

with all the provisions of the Small Business Enterprise Agreement. The OCII has adopted a Small Business Enterprise ("SBE") Program, which provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an OCII Project or Survey Area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy participation goals only if Project Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs. (See "Small Business Enterprise Agreement," Exhibit D.) SBEs must be certified by the OCII or other governmental entity under a program comparable to the SBE Program.

27. MISCELLANEOUS PROVISIONS

27.1 TIME OF PERFORMANCE

(a) Time is of the essence in the performance of all the terms and conditions of this Contract.

(b) All performance and cure periods expire at 5:00 P.M., San Francisco, California time, on the applicable date.

(c) A performance or cure date which otherwise would be a Saturday, Sunday or OCII holiday shall be extended to the next OCII working day.

27.2 SUCCESSORS AND ASSIGNS. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the OCII and Counsel. Where the term "Counsel" or "Agency" or "OCII" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that the OCII shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Counsel where OCII approval of a successor or assign is required by this Contract.

27.3 MODIFICATION, WAIVER AND AMENDMENT. Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both the OCII and Counsel.

27.4 ENTIRE CONTRACT. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Counsel and the OCII affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Counsel and the OCII with respect to the subject matter hereof.

27.5 SEVERABILITY. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect, unless enforcement of this Contract, as so modified by and in response to such invalidation, would be unreasonable or grossly inequitable under all of the circumstances, or would frustrate the fundamental purpose of this contract, in which case, the parties may terminate the contract.

27.6 GOVERNING LAW. This Contract shall be governed by the laws of the State of California. It is the responsibility of the Counsel to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

27.7 HEADINGS. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

27.8 ATTORNEY'S FEES. In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

27.9 AUTHORITY. The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the parties in accordance with its terms.

27.10 EXHIBITS. This Contract includes the following Exhibits:

Exhibit A:	Intentionally Omitted
Exhibit B:	Fee Schedule
Exhibit C:	Intentionally Omitted
Exhibit D:	Small Business Agreement
Exhibit E:	Minimum Compensation Policy Declaration
Exhibit F:	Health Care Accountability Policy Declaration

IN WITNESS WHEREOF, the OCII and Counsel have executed this Contract as follows.

Approved as to Form:

_____

OCII:
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By:_____
Thurston Kaslofsky, Executive Director

Date:_____

COUNSEL:
JONES HALL LLP

By: Chris Lynch
Its: Partner

Dated: _____

Exhibit B

Fee Schedule

Counsel shall be compensated as follows for services provided under this contract.

Disclosure Counsel Services				
Issuance	**Fee by Issuance Size**		**Maximum Expenses**	**Maximum Total Fees**
	Up to $250M	**>$250M**		
2027 3rd Lien Tax Allocation Bonds	$45,000	$50,000	$1,000	$51,000
2027 Taxable 3rd Lien Tax Allocation Bonds	$45,000	$50,000	$1,000	$51,000
Additional Issuance of 3rd Lien Tax Allocation Bonds	$45,000	$50,000	$1,000	$51,000
Contract Maximum				**$153,000**

All amounts under this contract are payable solely from the proceeds of the Bonds and are contingent upon Bond closing. The maximum payable under this contract is $153,000.