COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 25 -2026
Adopted October 20, 2026

AUTHORIZING A PERSONAL SERVICES CONTRACT WITH KNN PUBLIC FINANCE, LLC, IN AN AMOUNT NOT TO EXCEED $218,100, FOR FINANCIAL ADVISORY 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 Section 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 Section 34177.7(i) of the HSC require OCII to use "an independent financial advisor in developing financing proposals", which may be made available to the California Department of Finance at its request; 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, Selection of contractors must be in accordance with OCII's Purchasing Policy, (November 15, 2011) ("Purchasing Policy"). 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, On March 20, 2026, pursuant to a competitive selection process, the City's Office of Public Finance established a panel of financial advisors, to remain in effect for two years. The panel includes KNN Public Finance, LLC ("KNN"); and,

WHEREAS, OCII issued a request for proposals to all financial advisors in the City panel and received five proposals prior to the submission deadline. OCII formed a review panel and selected KNN as the best qualified firm to perform the scope of services based on its tax allocation bond experience, staff depth and qualifications, as well as knowledge and transaction experience in the post-dissolution environment; and,

WHEREAS, OCII staff recommends entering into a personal services contract with KNN, in an amount not to exceed $218,100, to provide financial advisory services related to the issuance of the Bonds; 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 proceeds of the proposed bond issuance; and,

WHEREAS, Authorization of the Contract with KNN is not a project 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 Section 15378(b)(5); now, therefore, be it

RESOLVED, That the Commission authorizes a Personal Services Contract with KNN, in an amount not to exceed $218,100, to provide financial advisory 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: Personal Services Contract with KNN Public Finance, LLC

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT ("**Contract**") is entered into as of _____, 2026 (the "**Effective Date**") by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "**Successor Agency**" or "**OCII**"), and KNN Public Finance, LLC, a California Limited Liability Company ("**Contractor**").

RECITALS

This Contract is made with reference to the following facts and circumstances:

A. The Redevelopment Dissolution Law, as amended by Senate Bill No. 107 (stats. 2015, chapter 3251), codified at Cal. Health & Safety Code Section 34177.7(a)(1)(A), ("SB 107") authorizes, with approval of its Oversight Board and the California Department of Finance, the Office of Community Investment and Infrastructure ("OCII") to finance the construction of affordable housing in Hunters Point Shipyard Phases 1 and 2, Candlestick Point, Mission Bay North, Mission Bay South, and Transbay.

B. Pursuant to OCII's enforceable obligations, OCII intends to issue tax allocation bonds to fund affordable housing infrastructure and affordable housing projects.

C. Health and Safety Code Section 34177.7(h) requires OCII to use "an independent financial advisor ("FA") in developing financing proposals and shall make the work products of the financial advisor available to the [California Department of Finance] at its request."

D. 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").

E. Section IX. C. 5 of the OCII 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.

F. On March 20, 2026, pursuant to a competitive selection process, the City of San Francisco's Office of Public Finance established a panel of financial advisors to remain in effect for two years.

G. OCII staff reviewed the financial advisors in the City panel and selected KNN Public Finance, LLC ("KNN") as the best qualified to perform the scope of services based on tax allocation bond experience, knowledge of OCII debt portfolio, staff depth and qualifications, as well as knowledge and transaction experience in the post-dissolution environment.

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services and deliverables described in **Attachment A, "Scope of Services**."

2. TIME OF COMPLETION

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 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.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is Two Hundred Eighteen Thousand One Hundred Dollars ($218,100), which is contingent upon the closing of the bond sale(s). Compensation is based upon the **Scope of Services Attachment A** and **Attachment B, "Budget,"** and as provided in this Section 3. All expenses of Contractor are intended to be covered by the compensation paid to Contractor pursuant to the Contract, and no additional expenses of Contractor shall be reimbursed separately.

B. Method of Payment. Contractor will be paid with bond proceeds from the cost of issuance fund, contingent upon bond issuance.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor'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 Contractor for the Contract services.

D. Benefits. Contractor 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.

4. NO PERSONAL LIABILITY

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

5. ASSIGNMENT OF CONTRACT

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

6. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits. Contractor further agrees that the inclusion of the above provision in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provision. 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.

7. INDEMNIFICATION

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, and its commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from OCII's gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its officers, agents or employees. In addition to Contractor's obligation to indemnify OCII, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by OCII and continues at all times thereafter. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

8. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of OCII. Contractor 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. Contractor 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. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

9. INSURANCE

A. Contractor 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 Contractor, its agents, representatives, or employees. 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 8 & 9 (hired and non-hired autos).

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

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

C. Minimum Limits of Insurance. Contractor 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 Contractor has employees).

(4) Errors and omissions insurance: $2,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage,

these minimum limits shall be maintained by the Contractor 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 OCII. At the option of OCII, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to OCII, and its commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to 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 Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor. 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, the Contractor's insurance coverage must be primary insurance as respects to OCII, the City and County of San Francisco, and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by OCII, and its commissioners, members, officers, agents or employees shall be in excess of Contractor'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 OCII, the City and County of San Francisco, and their 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, or reduced in coverage or in limits, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to OCII.

(5) Contractor hereby grants to OCII a waiver of any right to subrogation which any insurer of said Contractor may acquire against OCII by virtue of the payment of any loss under such insurance (except with regard to professional liability). Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not 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 Contractor 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 OCII's Risk Manager.

G. Verification of Coverage. Contractor must furnish 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 OCII. All certificates and endorsements are to be received and approved by OCII before work commences. 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. Contractor 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. RECORDS, REPORTS AND AUDITS

A. Records

(1) Records shall be established and maintained in accordance with OCII requirements, with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.

(2) All costs 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. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information

At such times and in such forms as OCII or the City and County of San Francisco may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII or the City and County of San Francisco may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as OCII may deem necessary, there shall be made available to OCII or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit OCII to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

11. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of 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 "Contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this Section, Contractor 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.

12. CONTRACTOR'S DUTY OF LOYALTY

Contractor, for itself and subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII 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."

13. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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. Contractor 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. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

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

14. CONFIDENTIALITY/PROPERTY OF OCII

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor 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 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 OCII, but are subject to disclosure under the Public Records Act, Cal. Gov't Code §§ 6250 et seq., and the Agency Public Records Policy, Agency Resolution No. 182-2005 (Nov. 1, 2005).

15. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by nonemployees of such agency exceeds $5,000, any document or written report prepared in whole or in part by nonemployees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

16. NONDISCRIMINATION AND EQUAL BENEFITS

A. 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. Contractor 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.

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

C. Contractor 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.

D. Contractor 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 OCII's Nondiscrimination in Contracts Policy (the "Policy"), adopted by Former Agency Resolution No. 175-97, as such Policy may be amended from time to time. The City and County of San Francisco has certified Contractor as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See supplier no. 16841 on the City's FSP System. Accordingly, OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

E. Contractor 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.

17. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by Former Agency Resolution No. 43-2015 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an OCII Project Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs (see **Attachment D** "Small Business Enterprise Agreement").

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve SBE participation of 50% for professional, personal services, and construction contracts; provided, however, that this goal may vary depending on the extent of subcontracting opportunities under OCII contract and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that OCII has the sole discretion to modify the 50% SBE participation goal consistent with the SBE Program, as specified in the SBE Agreement.

OCII relies on the information that a business may have provided to qualify under another public entities' business certification program in determining whether that business qualifies as an SBE under OCII's SBE Program. Those other programs include City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification, information available at https://www.sf.gov/get-certified-lbe and State of California Small Business Enterprises certification at https://caleprocure.ca.gov/pages/sbdvbe-index.aspx. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII's SBE Program.

18. COMPLIANCE WITH MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICY

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of OCII's Minimum Compensation Policy and Health Care Accountability Policy (the "Policies"), adopted by Former Agency Resolution 168-2001, as such policies may be amended from time to time (See Attachment E "Minimum Compensation Policy Declaration" and Attachment F "Health Care Accountability Policy Declaration"). 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.

19. TERMINATION

OCII may terminate this Contract at any time without cause upon written Notice of Termination to the Contractor; provided, however, that in the event of such termination, OCII shall compensate the Contractor for work completed to the satisfaction of OCII as of the date of such notice or the date of termination specified in and directed by such notice. Any compensation under this section remains contingent upon the successful closing of the bond sale.

20. MISCELLANEOUS PROVISIONS

A. Notices

All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or 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 OCII:	Office of Community Investment and Infrastructure One South Van Ness Avenue, Fifth Floor San Francisco, CA 94103 Attention: Nick Jones Email: nicholas.jones@sfgov.org
If to Contractor:	KNN Public Finance, LLC 2001 Addison Street, Suite 100 Berkeley, CA 94704 Attention: Melissa Shick Email: mshick@knninc.com

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

B. Time of Performance

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

(2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.

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

C. Successors and Assigns

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

D. 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 OCII and Contractor.

E. Entire Contract

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

F. 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.

G. Governing Law

This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor 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.

H. Headings

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

I. Attorneys' Fees

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

J. Authority

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

K. Designated Representative

The designated OCII representative for this Contract is Nick Jones. The OCII representative's phone number is (628) 652-8520. The Contractor designated representative for this Contract is Melissa Shick. The Contractor's designated representative's phone number is (510) 208-8226.

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the date first above written.

Authorized by Resolution No. __**-2026**

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

By: _____
Thor Kaslofsky
Executive Director

Effective Date:

_____

KNN PUBLIC FINANCE, LLC,
a California Limited Liability Company

By: _____
Melissa Shick
Managing Director

Federal Tax Identification No. 81-09588321

ATTACHMENTS

Attachment A: Scope of Services
Attachment B: Budget
Attachment C: (Intentionally Omitted)
Attachment D: Small Business Enterprise Agreement
Attachment E: Minimum Compensation Policy Declaration
Attachment F: Health Care Accountability Policy Declaration

ATTACHMENT A: SCOPE OF SERVICES

Contractor shall, for and in consideration of the Compensation set forth in Section 3 hereof and on the terms and conditions provided therein, perform the services set forth below.

Bond Financings Under this Scope: 2027 Taxable and Tax-Exempt Third Lien Tax Allocation Bonds (Affordable Housing Projects, Affordable Housing Infrastructure).

Approximately $310 million in tax allocation bonds to fund affordable housing infrastructure and affordable housing projects, issued via one or more transactions. The final size of the bond issuance(s) may change prior to the time of sale.

Appointment of Contractor. OCII engages and appoints Contractor to perform financial advisory services as lead-financial advisor, in connection with the Bond financing, and Contractor accepts such engagement and appointment, upon the terms and conditions set forth in the Agreement. Contractor shall perform the Services required hereunder in an efficient and professional manner, in accordance with the terms hereof and to the reasonable satisfaction of OCII. Except to the extent, if any, specifically provided herein or specifically authorized in writing by OCII, Contractor shall have no right or authority, express or implied, to commit or otherwise obligate OCII in any manner whatsoever.

Contractor shall be available for consultation and conference with OCII, its officials, its attorneys and its Bond Counsel and Disclosure Counsel at times and places mutually agreed upon, such personnel of Contractor as are qualified to advise on all matters relating to the financing and any other financial advisory services within the scope of this Agreement.

For the above listed transaction, the Contractor will perform the following Scope of Work:

- Issue Requests for Proposal and evaluate responses for investment banking underwriters, trustees, printers, verification agents, and other services related to the transaction;
- Create and maintain financing schedule(s) listing critical path items through the closing of the financing, proactively moving the transaction toward completion;
- Attend meetings of transaction working groups, meet with the executive team and other OCII staff, attend meetings of OCII's Oversight Board and Commission, as well as the Board of Supervisors and rating agency meetings;
- Coordinate the activities of the other members of the financing team including bond counsel, disclosure counsel, underwriters, and trustees;
- Advise OCII on the structure of the transaction, the term of the Bonds, timing of Bond sale or sales, the par amount to be offered, the maturity schedule of the Bonds, call features, maintenance of reserves or funded interest, permissible number and spread of interest coupons, good faith check, terms of delivery, and other technical matters;
- Advise OCII on technical, policy, and operational issues with the goal of obtaining the lowest practical interest costs, the widest interest for the purchase of the Bonds, and maintaining OCII's credibility as an issuer;

- Coordinate with underwriters in production of rating agency presentations;
- Coordinate with underwriters in production of investor presentations;
- Compile and track payments from the cost of issuance account(s);
- Review all transaction documents for accuracy, completeness, compliance with customary bond practices, and consistency with direction given by OCII;
- Advise OCII concerning advertising, information to prospective bidders and buyers, the provision of information to financial journals, municipal bond insurers, investment rating services, and other measures designed to stimulate and broaden interest in the Bonds and, at the direction of OCII, coordinate the flow information to the above described entities;
- Actively oversee the pre-pricing and pricing process of any negotiated sale, reviewing the structure and pricing proposed by the underwriter, comparing the proposed pricing scales to the most pertinent recent sales of similar bonds, documenting the comparison, opining on the sale, reviewing final pricing, and recommending acceptance as appropriate;
- Actively oversee the process for determining if bond insurance is advantageous and at an offered price;
- Prepare a pricing book after the sale to document market conditions, comparable bond sales, bond structure, and other details of the transaction, including post-sales analytics on remarketing;
- Prepare written reports as requested by OCII; and
- Perform other tasks customary to the role of Financial Advisor in a negotiated sale of California tax allocation bonds.

OCII Liaison. In performing the services provided for in the Agreement, Contractor's primary liaison with OCII will be Nick Jones, Debt Manager.

ATTACHMENT B: BUDGET

Compensation shall be based upon the "Scope of Services" (Attachment A) and Section 3 of this Contract.

Contractor shall be compensated as follows:

Issuance	Fee by Issuance Size			Maximum Expenses	Maximum Total Fees
	<$240M	$240M-$350M	>$350M		
2027 3rd Lien Tax Allocation Bonds (One Series)	$80,000	$80,000	$80,000	$1,550	$81,550
Adjustment for Additional Series (Issued Simultaneously)	$20,000	$45,000	$45,000	$0	$45,000
Adjustment for Transbay Bond Series Authorized under Prior Contract (Issued Simultaneously)*	$0	$0	$10,000	$0	$10,000
Additional Issuance of 3rd Lien Tax Allocation Bonds	$80,000	$80,000	$80,000	$1,550	$81,550
Contract Maximum					**$218,100**
**Fee only applies if inclusion of Transbay bond series causes aggregate issuance to exceed $350 million.*					

Contractor will be compensated on a transaction basis contingent upon the closing of the bond sale(s). The maximum amount payable for services will be $218,100.