OCII
office of
COMMUNITY INVESTMENT
and INFRASTRUCTURE

107-0652026-002

Agenda Item **No. 5(b)**
Meeting of August 18, 2026

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Thor Kaslofsky, Executive Director

SUBJECT: Authorizing a Legal Services Contract with Anzel Galvan LLP, in an amount not to exceed $213,000, for Bond Counsel services in connection with the proposed issuance of Tax Allocation Bonds to fund affordable housing infrastructure at Candlestick Point

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EXECUTIVE SUMMARY

The Office of Community Investment and Infrastructure ("OCII") plans to issue bonds to finance affordable housing infrastructure in the Candlestick Point sub-area of the Bayview Hunters Point Project Area ("Candlestick"). The first step in proceeding with this bond issuance is to hire a financing team to assist OCII with the financing process.

OCII will issue Third Lien Tax Allocation Bonds to fund approximately $60 million of affordable housing infrastructure in Candlestick ("2027 Candlestick Bonds"). The 2027 Candlestick Bonds are anticipated to fund a portion of Candlestick Major Phases 2, 3a, and 4a. Funding and construction of this Major Phase infrastructure is necessary for the development of certain affordable housing in Candlestick.

An OCII bond financing team typically consists of a Financial Advisor, Bond Counsel, Disclosure Counsel, and Fiscal Consultant ("Financing Team"). Contracts for Financial Advisor, Disclosure Counsel, and Fiscal Consultant who specializes in property tax projections will be brought before Commission for consideration at a future meeting.

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Under Section IX.C.5 of OCII's Purchasing Policy, OCII can procure contractors from a City and County of San Francisco panel ("City Panel") established using the City's competitive selection process. The City regularly procures competent bond professionals for City bond transactions to its City Panel. OCII used the City Panel in the procurement of the following member of the Financing Team:

1. Anzel Galvan LLP ("Anzel Galvan"), Bond Counsel
   - OCII recommends Anzel Galvan as Bond Counsel for the 2027 Candlestick Bonds, for a Contract not to exceed $213,000.
   - Anzel Galvan has gained specific information and experience about OCII's bond transactions, knowledge of OCII's debt portfolio and its affordable housing infrastructure program that make the firm uniquely qualified to provide the requested bond transaction services.

Staff recommends authorization of a legal services contract ("Contract") with Anzel Galvan for Bond Counsel services in an amount not to exceed $213,000.

DISCUSSION

In mid to late 2027, OCII plans to issue Tax Allocation Bonds secured by incremental property tax revenues generated from certain former and current redevelopment project areas. Issuance of the bonds requires approval of the Commission, the Oversight Board, and the California Department of Finance ("DOF"). The approximately $60 million in proceeds of these bonds will be used to fund affordable housing infrastructure in Candlestick.

Financing Process

Issuing bonds is a technical process that requires specialized knowledge. As such, to issue bonds, OCII must procure the services of a Financing Team with the appropriate knowledge and skills. OCII Financing Team's roles are summarized below:

1. *Bond Counsel:* Is responsible for drafting the bond documents, which are contracts between OCII, the investors, and the financial institutions involved in the bond issuance, ensuring the bond issuance is consistent with public finance and Dissolution Law, and providing legal opinions on those matters.

2. *Financial Advisor:* Is a specialist in public finance and advises OCII on the structure of the bond transaction, ensuring that OCII issues bonds at the least possible cost with the lowest possible risk. Dissolution Law requires that OCII hire a Financial Advisor when issuing bonds.

3. *Disclosure Counsel:* is responsible for drafting the official statement, which is a summary of the terms of the bond issuance and presents investors with the relevant financial, project, and risk information.

4. *Fiscal Consultant*: has specialized knowledge of the revenue base supporting the bonds and provides a revenue analysis that determines OCII's bonding capacity, which is the amount of bonds OCII has sufficient revenue to issue.

This memorandum describes the solicitation process and relevant contract terms for Bond Counsel.

Solicitation Process

OCII's procurement process for the Financing Team included a City Panel, which establishes a qualified pool of contractors using the City's competitive selection process. In the case of the proposed Financing Team, OCII issued a Request for Proposals ("RFP"), to firms on the City Panel for Bond Counsel. In an RFP process, the issuer describes a scope of services and applicants respond with a proposal that demonstrates their ability to provide the service. A team of reviewers with subject matter expertise reviewed the five proposals that were submitted and recommended Anzel Galvan LLP. Anzel Galvan LLP has represented OCII in two previous bond transactions and gained specific information and experience and knowledge of OCII's debt portfolio and its affordable housing program that make the firm qualified to provide the requested bond transaction services.

Scope of Services

As described above, each member of the proposed Financing Team provides specialized knowledge and skills that will support the proposed bond issuance. Bond Counsel drafts the bond indenture and bond resolutions, as well as determining and opining on the legal compliance of the bond issuance.

Proposed Contract Terms

OCII has negotiated the terms of the Contract with Bond Counsel. The Contract fee amount of $213,000 is based on a flat fee negotiated based on the size and complexity of the proposed bond issuance. The proposed Contract expires upon the closing of the bonds. As is typical in the industry, payment of the Bond Counsel fee is contingent on the closing of the bonds and will be paid from proceeds of the bond issuance.

Enabling Law

Redevelopment Dissolution Law generally limits the authority of successor agencies to issue new bonds to projects with an enforceable obligation requiring the issuance of bonds and with an irrevocable pledge of property tax revenues securing those bonds. Health & Safety Code § 34177.5. In 2015, however, the state legislature adopted special legislation for San Francisco expanding OCII's bonding authority: Senate Bill No. 107 (stats. 2015, ch. 325, §§ 9 & 27) (codified at Health & Safety Code § 34177.7) ("SB 107"). Health & Safety Code § 34177.7(a)(1) authorizes OCII to issue bonds to fund, among other things, "affordable housing required by . . . the Candlestick Point-Hunters Point Shipyard Phase 2 Disposition and Development Agreement . . . " Given that a significant portion of the Candlestick Point infrastructure will support affordable housing development, OCII is proposing to fund a portion of the infrastructure with SB 107 bond proceeds in the interest of accelerating affordable housing construction. SB 107 requires OCII to receive the approval of the Oversight Board and DOF to issue bonds. OCII has previously issued bonds under this authority for affordable housing and Transbay infrastructure in 2017, 2021, 2023, and 2025.

California Environmental Quality Act

Authorizations of Contracts with the Financing Team are not "projects" as defined by the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15378(b)(5), because they are administrative activities of government that will not result in direct or indirect physical changes in the environment and, therefore, are not subject to environmental review under CEQA.

NEXT STEPS

Once the Financing Team is under contract, and the necessary analysis and modeling has been completed, staff will bring the 2027 Candlestick Bonds and associated bond documents to the Commission and the Oversight Board for consideration sometime in early-2027. Subject to those approvals, the required information will be submitted to DOF for review. Subject to DOF approval, OCII will prepare additional bond documents for the 2027 Candlestick Bonds, including the Preliminary Official Statement, for Commission for approval. This action will authorize staff to proceed with the bond issuance. It is expected that the bonds will be sold and funds will be available in mid to late 2027. Subject to DOF approval, OCII will place debt service for the 2027 Candlestick Bonds on the 2027-28 ROPS. An overall schedule and sequence of steps, documents, and approximate timing is presented in the table below:

Dates 2026		Item
Tue.	**Aug 18**	**COMMISSION- Approval of Bond Counsel contract**
Tue.	**Nov 3**	**COMMISSION- Approval of Financial Advisor, Disclosure Counsel, Fiscal Consultant contracts**
week of	Dec 7	-First draft of bond Indenture and Resolution circulated
Dates 2027		**Item**
Tue.	**Mar 2**	**COMMISSION- Approval of bond documents and underwriter selection**
TBD	***March***	**OVERSIGHT BOARD- Approval of bond documents *(to be scheduled)***
week of	Apr 5	-Submit bond packet to Department of Finance (starts 65-day review clock)
week of	Apr 26	-1st draft of Fiscal Consultant Report ("FCR") circulated
week of	May 3	-1st draft of Preliminary Official Statement ("POS"), containing FCR
week of	**Jun 14**	**End of 65-day deadline for DOF approval of bond issuance**
Tue.	**Jul 20**	**COMMISSION- Approval of POS**
week of	Aug 23	-Post POS for bond investors
week of	Aug 30	-2027 Candlestick Bonds sale
week of	**Sep 13**	**-2027 Candlestick Bonds closing, receive funds**

RECOMMENDATION

Issuing the 2027 Candlestick Bonds is a critical and necessary step to fund affordable housing infrastructure for enforceable obligations. To facilitate the planned bond issuance, OCII recommends authorization of a Contract with Anzel Galvan for Bond Counsel services in an amount not to exceed $213,000.

(Originated by Nick Jones, Debt Manager)

DocuSigned by:

Thor Kaslofsky

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Thor Kaslofsky
Executive Director

Attachment 1: Legal Services Contract with Anzel Galvan LLP

Attachment 1

LEGAL SERVICES CONTRACT SUMMARY
(BOND COUNSEL)

Preamble

NAME OF COUNSEL'S LAW FIRM: ANZEL GALVAN LLP

LEAD ATTORNEY: JUAN GALVAN

Address: 595 Pacific Avenue, 4th Floor, San Francisco, CA 94133

Telephone: 415-848-9165

Cell Telephone: N/A
Facsimile: N/A

Effective Date of Contract: __________, 2026

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

Scope of Services: Bond Counsel Services

Contract Not to Exceed Amount: $213,000

OCII REPRESENTATIVES: Nicholas Jones / James B. Morales

Telephone: 628-652-8520 / 628-652-8526 or 415-602-1925

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
LEGAL SERVICES CONTRACT
(Public Finance/Bond Counsel)

This LEGAL SERVICES CONTRACT ("Contract") 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 ANZEL GALVAN LLP ("Counsel") is entered into as of the Effective Date (defined below).

Recitals

WHEREAS, Senate Bill No. 107 (Statutes 2015, chapter 325, section 9), codified at Cal. Health & Safety Code Section 34177.7(a)(1)(A) ("SB 107"), authorizes OCII to finance affordable housing and certain infrastructure required under enforceable obligations; and

WHEREAS, Pursuant to OCII's enforceable obligations and the above-referenced statutory authority, OCII intends to issue one or more series of bonds pursuant to the authority in SB 107 (collectively, "SB 107 Bonds"); and

WHEREAS, Selection of contractors must be in accordance with OCII's Purchasing Policy, as last amended by the Former Agency on November 15, 2011; 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, The City Attorney's Office has established a panel of qualified bond and disclosure counsel that remains in effect; and

WHEREAS, OCII solicited and reviewed proposals from the City's panel; and

WHEREAS, Counsel's lead attorney served as OCII's bond counsel in numerous transactions, and 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; and

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, 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 (commonly known as the Office of Community Investment and

Infrastructure or OCII), 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.

"**Bonds**" means one or more series of bonds pursuant to the authority under SB 107, which bonds have been preliminarily designated as the 2027 Third Lien Tax Allocation Bonds (Affordable Housing Infrastructure), on a federally taxable or tax-exempt basis, or as may otherwise be designated by Counsel in consultation with the OCII Representative.

"**Bond Services**" means the services to be performed by Counsel pursuant to Sections 2.3 and 2.4 hereof.

"**Compensation**" shall mean the compensation payable to Counsel for Bond Services, subject to the terms and conditions hereof.

"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 Bond Services hereunder, including the guaranteed maximum costs of this Contract, attached hereto as Exhibit A.

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

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

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

"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.

"**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. OCII engages and appoints Counsel to perform the Bond Services and Counsel accepts such engagement and appointment, upon the terms and conditions set forth in this Contract. Counsel also agrees to provide the Bond Services required hereunder, in an efficient and professional manner, to the reasonable satisfaction of the OCII

Representative. 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 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:

Juan Galvan, Lead Counsel
Alison Benge, Tax Counsel
Josh Anzel, Attorney
Stacey Hanson, Attorney

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. BOND 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, review the Official Statement and other written disclosures relating to the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law, if applicable, and securities law provisions applicable to the Bonds, as to completeness and accuracy, and perform other services customarily performed by bond 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, and such other meetings as the OCII may determine necessary or appropriate. Counsel shall respond to questions during public hearings related to the Financing before the OCII Commission and Oversight Board and during review by the California Department of Finance.

(b) Other Services. Counsel will provide the services described in this Section 2.4 and any other services in connection with the Financing requested by the OCII Representative but only within the scope of the services customarily provided by bond counsel in connection with similar financings.

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

2.4 ADDITIONAL BOND SERVICES. Counsel shall provide legal services pertaining to the Financing on the terms and conditions provided herein, by serving as Bond Counsel, as designated below.

2.4.1 Bond Counsel Services

(a) Disclosure Documents. After conducting its independent due diligence review, as appropriate, Counsel will review the Official Statement and the resolution relating to the Bonds as described in Section 2.3(a).

(b) Other Documents Necessary for the Financing. Counsel shall prepare and/or review the various documents relating to the authorization, issuance, sale and delivery of the Bonds, including, but not limited to, (i) the ordinances and resolutions, as applicable, authorizing and approving the sale and issuance of the Bonds and related documents prescribing the terms, form, security, and other provisions relating thereto, (ii) any and all other resolutions or ordinances, as applicable, adopted in connection with the Financing, (iii) the notices of intention to sell relating to the Bonds and the official notices of sale of the Bonds to the extent required under applicable law, (iv) the purchase contracts prepared by counsel to the underwriter(s), if any, (v) the preliminary and final Official Statements prepared by disclosure counsel to OCII, other than the OCII's financial statements contained therein, and (vi) other agreements and documents in connection with the Financing. All legal documents prepared by Counsel and the opinions required hereunder shall be submitted to the OCII Representative for approval as to form prior to execution.

(c) Opinions. After conducting its own independent due diligence review, Counsel shall render the following opinions with respect to the Bonds, in such form and subject to such exceptions, qualifications and limitations as are typically used in legal opinions for similar financings and are reasonably acceptable to the OCII Representative:

(1) Tax Opinions. If the interest on the Bonds meets the standards for exemption from taxation, Counsel shall prepare or cause to be prepared an unqualified opinion to the OCII and the initial purchasers of the Bonds that interest on the Bonds is exempt from California personal income taxes.

(2) Supplemental Opinions. Counsel shall also provide to the OCII and the initial purchasers of the Bonds, an unqualified supplemental opinion, as may be requested by the OCII or by the initial purchasers of the Bonds, including but not limited to the following: (a) the statements relating to the Bonds contained in the Official Statement are accurate in all material respects, insofar as such statements purport to summarize certain provisions of the Bonds and the indenture relating thereto; and (b) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended.

(3) OCII Representative Opinion. In cooperation with the OCII Representative, Counsel will draft an opinion for execution by the OCII Representative or designee, substantially to the effect that, based upon the participation of the OCII Representative or designee in the transaction and except for any financial, engineering or statistical data or forecasts, numbers, estimates, charts, projections,

assumptions or expressions of opinion: (a) no information came to the attention of the OCII Representative or designee that caused the OCII Representative or designee to believe that, as of the date of the Official Statement and as of the date of the closing of the Bonds, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which it was made, the Official Statement is not misleading in any material respect; and (b) the sale of the Bonds and delivery of the Official Statement have been duly authorized and approved by the OCII.

(d) Transcript Preparation. Counsel will prepare and provide to the OCII and other Financing participants a bond transcript and closing memorandum in both electronic PDF and printed form, in the number requested by the OCII Representative. The transcript shall also include a copy of Counsel's invoice for services provided pursuant to this Contract.

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

2.5.1 Representation of the OCII or any other party to the Bonds 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 The preparation or contents of the official statement(s) for the Bonds;

2.5.3 Ensuring compliance with any state blue sky laws;

2.5.4 Providing any financial advice or analysis; or

2.5.5 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. Counsel's engagement as bond counsel to the OCII with respect to each series of Bonds shall end upon the issuance and delivery of such series of 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 insurance and indemnity provisions in this Contract 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 on which this Contract was executed by the Executive Director ("Effective Date").

5. COMPENSATION AND BILLING RATES

5.1 FEES FOR BOND SERVICES; PAYMENT CONTINGENT ON SUCCESSFUL COMPLETION OF FINANCING. As full recompense for all of the Bond 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 A, 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. 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 with respect to each series of Bonds is contingent upon the successful sale and issuance of such series of Bonds and upon the OCII Representative's reasonable determination that the Bond Services with respect to such series of Bonds 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. The compensation is not set by law but is negotiable between Counsel and the OCII.

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. 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 FOR BOND SERVICE FEES

6.1 INVOICES. As a condition to payment of any Compensation for Bond Services for each series of Bonds, Counsel must furnish an invoice prior to the closing of such series 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. Compensation shall be payable within a reasonable time after the submission of the invoices and closing the Financing

6.2 PAYMENT CONTINGENT ON OCII REPRESENTATIVE APPROVAL OF INVOICES AND ON SUCCESSFUL CLOSING. All charges incurred under this Contract for Bond Services for each series of Bonds 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 such series of Bonds and closing of the Financing relating to such series of Bonds. Counsel assumes the risk of non-payment in the event any series of Bonds are not sold or the Financing relating to any such series 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 relating to any series of Bonds.

7. TERMS FOR PAYMENT OF FEES

7.1 TAXES. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Contract or the Bond 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.

7.2 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.

7.3 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.

8. INSURANCE

8.1 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.

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.

(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 "Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure), the City and County of San Francisco, and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: 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.

(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.

9. [RESERVED]

10. TERMINATION

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.

10.1 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.

10.2 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. 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.

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 Outside 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 <u>Rules of Professional Conduct</u>. 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 the 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 individual 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; James B. Morales, General Counsel and Deputy Director
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

A. This Contract creates an on-going attorney-client relationship between the Outside Counsel and 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 OCII.

B. 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, adopted by Agency Resolution No. 175-97, as 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 Anzel Galvan LLP as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See the City's FSP System. 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", Exhibit C, Attachment A and "Health Care Accountability Policy," Exhibit C, Attachment B), adopted by Agency Resolution 168-2001, as may be amended from time to time. Such compliance includes providing all "Covered Employees," as defined under Section 2.7 of the applicable 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. 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 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 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.

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:	Fee Schedule
Exhibit B:	Intentionally Omitted
Exhibit C:	Agency Resolution No. 168-2001: Minimum Compensation Policy (Attachment A) and Health Care Accountability Policy (Attachment B)
Exhibit D:	Small Business Enterprise Agreement

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:________________________________
Thor Kaslofsky, Executive Director

Date:________________________________

COUNSEL:
ANZEL GALVAN LLP

By:________________________________
Juan Galvan
Its: Partner

Dated:________________________________

Exhibit A

Fee Schedule

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

Issuance	Up to $65M Principal	$65M to $102.5M Principal	Over $102.5M Principal	Maximum Expenses	Maximum Total Fee
Bond Counsel Services					
2027 Third Lien Tax Allocation Bonds (per transaction)	$75,000	$75,000 plus 0.08% of the principal amount over $65M	$105,000	$1,500	$106,500
Additional Issuance of Third Lien Tax Allocation Bonds	$75,000	$75,000 plus 0.08% of the principal amount over $65M	$105,000	$1,500	$106,500
Contract Maximum					**$213,000**

All amounts under this contract are payable solely from the proceeds of the Bonds and are contingent upon Bond closing. The maximum for services shall be $213,000.