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OCII
office of
COMMUNITY INVESTMENT
and INFRASTRUCTURE

450-0122026-002

Agenda Item **No. 5(e)**
Meeting of October 20, 2026

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Thor Kaslofsky, Executive Director

SUBJECT: Authorizing a First Amendment to a Personal Services Contract with MJF & Associates Consulting, a sole proprietorship, increasing the amount of the contract by $100,000 for a total contract amount not to exceed $900,000 for site office management, outreach, and administrative support to the Hunters Point Shipyard Citizens Advisory Committee and Legacy Foundation; Hunters Point Shipyard Redevelopment Project Area and Bayview Hunters Point Redevelopment Area

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EXECUTIVE SUMMARY

Staff is seeking authorization for a First Amendment to the MJF & Associates Consulting Personal Services Contract ("First Amendment") to continue providing site office management, community outreach, and administrative support to the Mayor's Hunters Point Shipyard Citizens Advisory Committee ("CAC").

Since 1996, OCII has operated a site office at the Hunters Point Shipyard ("Shipyard"), managed by various consultants contracted by the Office of Community Investment and Infrastructure ("OCII"). On December 2, 2025, the Commission authorized a three-year Personal Services Contract ("Contract") with MJF & Associates Consulting ("MJF"), a sole proprietor and local minority-owned Small Business Enterprise ("SBE"), to provide these services for the period ending November 2028, with a total contract amount of $800,000. The First Amendment would increase the total contract amount by $100,000, from $800,000 to $900,000, to support continued service delivery through the end of the existing Contract term.

Daniel Lurie
MAYOR

Thor Kaslofsky
EXECUTIVE DIRECTOR

Dr. Carolyn Ransom-Scott
CHAIR

Mark Miller
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Since the Contract was authorized in 2025, the CAC has held additional meetings and training sessions in furtherance of the Shipyard's development. The meetings and trainings were hosted by the CAC and were regarding Shipyard's remediation, job training and community events conducted in partnership with OCII housing providers, Navy subcontractor's local workforce and contracting outreach, as well as the U.S. Environmental Protection Agency ("EPA"), job trainings and career fairs. These activities have included the EPA's Superfund Job Training Initiative, which provides free environmental remediation and construction training to communities affected by Superfund sites; environmental remediation training conducted by ECC, one of the Navy's subcontractors for demolition at the Shipyard; and career fairs, including the Mercy Housing Job Fair. These programs connect Bayview Hunters Point residents with employment opportunities at the Shipyard and throughout the region in environmental remediation, construction, and housing property management. These CAC activities required additional hours beyond the Site Office's normal operating hours and regular evening CAC meetings. As a result, MJF is projected to exceed its current Year 1 budget allocation of $278,000. The proposed $100,000 increase will provide additional budget capacity to support these activities while allowing OCII to continue monitoring expenditures through the end of the Contract term.

Key Terms of the Contract Amendment:

- **Duration:** The First Amendment will not change the Contract duration, which expires on November 30, 2028.
- **Scope of Work:** The First Amendment will not change the scope of work under the Contract.
- **Terms and Conditions:** The original terms and conditions of the Contract, except as amended by the First Amendment, will remain in effect.
- **Budget**: The amended Contract amount will be $900,000, an increase of $100,000 from the original $800,000 Contract amount. The footnote in Attachment B-1, Budget, will also clarify that the total Contract amount is "Not to Exceed" $900,000 and eliminate the annual budget caps.

BACKGROUND

The CAC is comprised of members appointed by the Mayor, with various technical expertise who represent residents of Bayview Hunters Point ("BVHP"), tenants and businesses operating at the Shipyard, and members of the public. The CAC's primary function is to advise OCII on development and community programs (collectively, the "Project") for the Hunters Point Shipyard Redevelopment Project Area and the Candlestick Point portion of the BVHP Redevelopment Area.

Since 1995, OCII has maintained a site office at the Shipyard, managed by a consultant that provides support services to the CAC. These services include staffing the site office during regular business hours; providing administrative and logistical support for CAC meetings; conducting policy research (as needed) and community outreach; and responding to requests for information regarding development of the Project.

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In 2025, MJF's proposal was submitted to OCII through a competitive Request for Proposals process. A selection panel consisting of OCII staff and a CAC member recommended MJF for the Contract. On December 2, 2025, the Commission authorized a Contract with MJF (Reso. 38-2025) to provide these services for a three-year term expiring November 30, 2028. The proposed First Amendment would increase the Contract amount to support continued delivery of these services to the CAC, OCII, and the BVHP community through the remainder of the Contract term.

DISCUSSION

Scope of Services:
The scope of services for the First Amendment is consistent with the current scope of work being performed by MJF, which includes:

- Management of the site office at 451 Galvez Avenue, Monday – Thursday from 10 am to 5:00 pm, along with staffing any special events as needed
- Conducting community outreach for any project-related activities, along with promoting events organized by groups within the Shipyard and BVHP Redevelopment Areas
- Providing outreach and support for the CAC related to agenda topics and community requests, including posting CAC agendas in accordance with the Brown Act, recording and posting minutes of CAC meetings, and providing technological support for CAC meetings

Term:
The First Amendment will not change the Contract term, which expires on November 30, 2028.

Budget:
The total amended budget will be $900,000.

Funding Source:
The funds for these services are listed on Recognized Obligation Payment Schedule ("ROPS") Lines 25 and 398 (as needed); which was approved by the California Department of Finance.

Rationale for Amendment:

- **Increased CAC Activities:** Since the Contract was authorized in December 2025, the CAC has held additional meetings and training sessions related to Shipyard remediation and workforce development, while MJF has also supported community meetings conducted in partnership with housing providers, Navy subcontractors, and the EPA, including job trainings and career fairs. From time to time these activities have increased the level of staff support required beyond the Site Office's regular operating hours and regularly scheduled CAC meetings.

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- **Additional Budget Need:** The increased level of activity has resulted in MJF spending a slightly higher number of hours on additional meetings than was originally planned. The proposed $100,000 increase to the Contract amount will provide sufficient budget capacity to support the increased level of CAC activity and related community outreach through the remainder of the Contract term.

The CAC approved the First Amendment at their meeting in October 2026.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The authorization of the Contract is an administrative activity of government that does not constitute a "project" as defined by CEQA pursuant to CEQA Guidelines Section 15378(b)(5). It will not independently result in a physical change in the environment and is not subject to environmental review under CEQA.

STAFF RECOMMENDATION

Staff recommend authorizing a First Amendment with MJF & Associates Consulting, a sole proprietor, increasing the total (not to exceed) budget from $800,000 to $900,000.

(Originated by Inder Grewal, Development Specialist)

DocuSigned by:
Thor Kaslofsky
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Thor Kaslofsky
Executive Director

Attachment 1: 2025 Personal Services Contract with MJF & Associates Consulting

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

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 December 3, 2025 by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("OCII"), and M.J.F. & ASSOCIATES CONSULTING, a sole proprietorship ("Contractor").

RECITALS

A. In furtherance of the objectives of the Community Redevelopment Law of the State of California (Health and Safety Code, section 33000 et seq. the "CRL"), the Redevelopment Agency of the City and County of San Francisco (the "Former Agency") and the Board of Supervisors of the City and County of San Francisco (the "City") created the Bayview Hunters Point Redevelopment Project Area and the Hunters Point Shipyard Redevelopment Project Area (the "Project Areas").

B. In 1995, the Mayor's Hunters Point Shipyard Citizens Advisory Committee ("CAC") was initially formed to advise the Former Agency on conversion of the former Hunters Point Naval Shipyard ("Shipyard") to civilian use and subsequent development. The CAC consists of eight members that are appointed by the mayor and include residents of Bayview Hunters Point ("BVHP"), tenants or businesses operating at the Shipyard, and members of the public. In 2010 the mayor expanded the role of the CAC to include advising on the redevelopment of Zone One of Plan Area B of the Bayview Hunters Point Redevelopment Project Area.

C. In furtherance of its goals for the Project Areas, the Former Agency entered into two agreements concerning development within the Project areas: (1) the Former Agency and Lennar – BVHP, LLC, a California limited liability company ("Phase 1 Developer"), entered into the Disposition and Development Agreement Hunters Point Shipyard Phase 1 dated as of December 2, 2003, which has been subject to seven subsequent amendments (as amended, the "Phase 1 DDA"); and (2) the Former Agency and CP Development Co., LP ("Phase 2 Developer") entered into a Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated June 3, 2010, which has been subject to three subsequent amendments (as amended, the "CP/HPS2 DDA").

D. On February 1, 2012, the Former Agency was dissolved pursuant to California Health and Safety Code Sections 34161 – 34168 ("Redevelopment Dissolution Law"). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission ("Commission") and delegating to it state authority under the Redevelopment Dissolution Law), OCII is administering the enforceable obligations of the Former Agency, including its rights and obligations under the Phase 1 DDA and Phase 2 DDA (together the "DDAs").

E. The DDAs are enforceable obligations of OCII, and on December 14, 2012 the State Department of Finance issued a Final & Conclusive Determination affirming these obligations. The

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DDAs govern the public-private partnership between OCII and the master developers thereunder. The DDAs require OCII to approve land use and related decisions at public hearings before the Commission. To fulfill this obligation, certain support services, including public outreach and administrative support services to the CAC are necessary.

F. Since 1996, the Former Agency, and subsequently OCII, engaged a consultant to provide meeting support services to the CAC and community outreach assistance to OCII staff, the CAC and the Legacy Foundation (a quasi-public community body created in accordance with the DDAs to advise and monitor implementation of Developer's community benefits obligations) in the implementation of the Project's redevelopment, as well as oversight of OCII's security badging program. In 2019, in accordance with its purchasing policy, OCII issued a request for proposals and in accordance therewith, awarded MJF & Associates a contract to perform the above-described services as well as management responsibilities for a site office within the then-newly constructed Community Facilities Demonstration Building, more commonly referred to as the Project FROG or "Site Office" Building located at 451 Galvez Avenue within the Hunters Point Shipyard Redevelopment Project Area. The Commission subsequently authorized a three-year contract extension in 2022 and again, a six-month extension on May 6, 2025.

G. On May 8, 2025, in accordance with OCII's purchasing policy, staff issued a Request for Proposal ("RFP") seeking responses from qualified consultants to manage the Shipyard site office. OCII received three proposals in response to the RFP which were evaluated by a five-person panel ("Evaluation Panel"). The Evaluation Panel scored M.J.F & Associates the highest of the two respondents based on their proposal and interview, and M.J.F. & Associates has successfully managed the Site Office for the past 12 years and is also equipped to perform the scope of services described above.

H. The fees and expenses authorized under this Contract have been, and will be, reimbursed by the Phase 1 and Phase 2 Developer under the DDAs. The Contract is shown on line 25 of the Recognized Obligation Payment Schedule ("ROPS"), which has been approved by the Department of Finance and will be included on each successive ROPS until expiration or termination of the Contract.

I. The Security Services Cooperative Agreement between the United States Navy and OCII is also an enforceable obligation and names OCII as Caretaker for purposes of protecting facilities at the Shipyard and requires OCII to provide security services which include Entry/Exit Gate Control as stipulated in Appendix 2, Section 2 of the agreement. Such Gate Control services are to ensure that only authorized persons with an approved identification in the form of an HPS Badge are allowed to enter the base and include maintaining a badging and identification database program.

AGREEMENT

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

1. <u>SCOPE OF SERVICES</u>

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

2. <u>TIME OF COMPLETION</u>

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

The Contract shall begin on December 3, 2025, and end on December 2, 2028, unless terminated sooner in accordance with the terms of this Contract.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is $800,000. The estimated annual budget amounts are listed in Attachment B. Contractor will submit monthly billing invoices to OCII for review and approval. The Contractor invoices shall use the template provided in Attachment B-1.

B. 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.

C. 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. INTENTIONALLY OMITTED

7. 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 applicable to similar work or services performed in San Francisco. 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.

8a. INDEMNIFICATION

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, the City and County of San Francisco and their respective 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.

8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide construction design services ("Design Professional") as part of, collateral to, or affecting this Agreement with the Contractor. Each Design Professional who will provide construction design services shall hold harmless, defend at his or her own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description, including reasonable attorney's fees, directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section, including the duty to defend, is to be interpreted broadly, to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

A. 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.

10. 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, employees or subcontractors. If the Contractor maintains additional coverages

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and/or higher limits than the minimums shown in this Article 10, OCII requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

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

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

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

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

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, the general aggregate limit must be twice the required occurrence limit ($4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

(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) Professional Liability 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, the City and County of San Francisco and their respective 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 and their respective commissioners, members, officers, agents and employees are

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included as Additional Insured as respects the General Liability and Auto Liability policies. 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, the City and County of San Francisco and their respective 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 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 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. 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 not 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

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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.

11. RECORDS, REPORTS, AND AUDITS

A. Records

(1) Records shall be established and maintained in accordance with OCII requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, 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 and 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 and/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 or the City and County of San Francisco 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 and/or the City and County of San Francisco, 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.

12. CONFLICTS

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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.

13. 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."

14. 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 six 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.

Finally, 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

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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 not sponsored or controlled by Contractor.

15. CONFIDENTIALITY/PROPERTY OF OCII

All 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 products shall become the property of OCII, but are subject to disclosure under the Public Records Act, Cal. Govt Code §§7920 et seq; and the Agency Public Records Policy, Agency Resolution No. 182-2005 (Nov.1, 2005).

16. 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 OCII by nonemployees of such OCII exceeds $5,000.00, any document or written report prepared in whole or in part by nonemployees for such OCII 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.

17. 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

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

in Contracts Policy ("Policy"), adopted by OCII 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 vendor no. [insert number] on the list of Vendors that Comply with Chapter 12B Equal Benefits Ordinance, available at http://sfgsa.org/index.aspx?page=6128 (as of [insert date of confirmation]). 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 and execute **Attachment C** "Nondiscrimination in Contracts and Benefits Form".

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by OCII Resolution No. 07-2022 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** "SBE 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/14b-local-business-enterprise-lbe-program; and State of California – Small Business Enterprises certification - 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.

19. 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 OCII Resolution 168-2001, as such policies may be amended from time to time (See **Attachment E** "Minimum Compensation Policy" and **Attachment F** "Health Care Accountability Policy"). 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

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

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.

20. 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.

21. 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: Inder Grewal

If to Contractor: **MJF & Associates Consulting**
P.O. Box 885063
San Francisco, CA 94188
Attention: Micah **Fobbs**

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

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

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.

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 initial designated representative for OCII for this Contract is Inder Grewal; OCII representative's phone number is (628) 652-8543. The initial Contractor designated representative for this Contract is Micah Fobbs; the Contractor's designated representative's phone number is (415) 377-4105.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

L. Cooperation

Contractor acknowledges that OCII has entered into an agreement with San Francisco Recreation and Parks Department ("Property Manager") for the management of parks, open space and other community facilities within Phase 1 of the Shipyard Project Area, which includes portions of the Site Office, and Contractor shall reasonably cooperate with Property Manager with regard to Property Manager's performance of its management responsibilities for and within the Site Office building and immediately surrounding areas.

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

MJF & Associates Consulting, **a sole proprietorship**

DocuSigned by:

By:_____
94174E53FE1447A...
Micah J. Fobbs
Proprietor
Federal Tax Identification No. 45-3624861

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE, THE SUCCESSOR OCII TO THE REDEVELOPMENT OCII OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body, corporate, and politic

DocuSigned by:
Thor Kaslofsky

By:_____
B10961FA8449406...
Thurston Kaslofsky
Executive Director

APPROVED AS TO FORM:

DocuSigned by:
James B. Morales

By:_____
30EE0328C5DD496...
James B. Morales
General Counsel

Authorized by Resolution No. 38-2025, adopted **December 2, 2025**.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENTS

Attachment A: Scope of Services

Attachment A-1: Community Outreach Scope of Services

Attachment A-2: Site Office Calendar

Attachment A-3: OCII Monthly Sample Report

Attachment B: Budget

Attachment B-1: Invoice Template

Attachment C: Non-Discrimination in Contracts and Benefit Form

Attachment D: Small Business Enterprise Agreement

Attachment E: Minimum Compensation Policy Declaration

Attachment F: Health Care Accountability Policy Declaration

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT A: Scope of Services

General Summary. Contractor will provide support services to OCII, Legacy Foundation and CAC in support of redevelopment of Phase 1 and Phase 2 of the Hunters Point Shipyard Redevelopment Project and redevelopment of Zone One of Project Area B of the Bayview Hunters Point Redevelopment Project, commonly known as Candlestick Point (collectively for the purposes of this Attachment A, the "Project Area"). Site office management, outreach services, and administrative and policy support services to the CAC and Legacy Foundation shall include, as further describe below, comprehensive outreach services concerning the implementation of the Project's redevelopment, made to diverse community including non-English communities using multiple media for outreach efforts, including but not limited to local print media, social media, translation services and as necessary, door-to-door outreach.

Under the direction of OCII staff, Contractor will perform the following services:

Task 1: Project Area Services

- Activities
    a. Oversee the security badging program for the Shipyard, which includes coordinating with the developer's security vendor to provide security badges to individuals seeking access to restricted areas of the Shipyard.
    b. Assist with site tours and share current and future Project development information.
    c. Staff and operate OCII's Shipyard Site Office, an office space located at 451 Galvez Avenue, Monday through Thursday from 10:00 a.m. to 5:00 p.m. ("Normal Business Hours"). Site Office will be closed the week of Thanksgiving, the week of Christmas, and the week of New Years. One staff person is expected to be needed during the day except on special events and CAC meeting days.
- Deliverables
    1. Notify OCII staff of any site tours no later than five (5) days before the scheduled tour, including a list of tour participants

Task 2: CAC Administrative Support Services

- Activities
    a. Create and maintain a monthly public calendar of each CAC meeting distributed at least 72 hours prior to the first day of each month
        - Deliverables
            - Update the public calendar 72 hours prior to the first day of each month
            - Distribute calendar to local stakeholder groups via email blast at least 72 hours prior to the first day of each month

    b. CAC and Legacy Foundation Meeting Prep and Coordination
        - Deliverables
            - Plan and schedule meetings in consultation with OCII, CAC Chair, and CAC subcommittee chairs
            - Distribute DRAFT agenda to OCII staff and CAC Chair fifteen (15) days prior to each meeting for feedback

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

- Finalize and mail the agenda, staff reports, and corresponding materials for each meeting no less than three (3) days in advance of any meeting date.
- Upload agenda to CAC website, share with mailing list, and display at site office no less than three (3) days before meeting

c. Staff CAC and Legacy Foundation Meetings
- Deliverables
  - Attend CAC and Legacy Foundation meetings
  - Manage meeting technology, including audio, video, live-stream, and display
  - Provide minutes of each meeting no less than seven (7) days before the next meeting

d. Workshop Coordination (if needed)
- Deliverables
  - Staff up to six (6) workshops per year, providing room and technology setup, along with notetaking
  - Distribute workshop minutes within 30 days after workshop

e. Administrative Services

Task 3: CAC Policy Research and Correspondence Drafting

- Activities
  a. Research topics and gather community and decision-makers' perspectives on issues for OCII and the CAC.
  b. Bring topics and ideas for further consideration and discussion by OCII and the CAC.
  c. In coordination with OCII, draft correspondence and materials to support CAC's understanding of critical topics within the purview of the HPS CAC.
  d. Subject to approval by OCII, draft correspondence on behalf of the CAC or Chair representing key policy perspectives and requests from the community.
  e. Draft and review materials generated by the CAC to help the community better understand various topics or outcomes being deliberated upon at CAC meetings. Materials to be coordinated with and approved by OCII.
  f. Attend other community/public meetings covering topics within the CAC's purview

- Deliverables
  - Staff reports on CAC agenda items in coordination with OCII
  - Research briefings and policy analysis in coordination with OCII
  - Monthly check-in with OCII to discuss objectives/work program

Task 4: Outreach Services

- Activities

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

a. Draft and Final Outreach Plan, identifying objectives, goals, target audience, metrics, methods of communication, frequency of communication, and strategy for reaching non-English speaking and underrepresented communities
b. Update Outreach Plan annually based on lessons learned and CAC feedback
   - Deliverables
     - Draft Outreach Plan
     - Final Outreach Plan after one (1) round of review from OCII staff and CAC members
     - (2) Draft Annual Outreach Plan Update
     - (2) Final Annual Outreach Plan Update

c. Create, update, and expand stakeholder database of residents, homeowners, tenant groups, community organizations, property owners, businesses, and workers within the "BVHP Area". The database must include individuals and organizations BVHP's that reflect the diverse demographics of the BVHP area and include organizations/individuals that are non-English speaking.
   - Deliverables
     - Expand stakeholder database
     - Regularly update stakeholder database

d. At OCII's request, schedule meetings with BVHP Area residents, businesses and the public

e. At OCII's request, contractor will engage subcontractor(s), if needed for additional outreach: (1) to non-English speakers and (2) for special or larger meetings

f. Serve as a point of contact for general information requests regarding the Project. Document and follow-up on such inquiries, as appropriate. Direct the public to appropriate OCII representatives, CAC officers, developer representatives and consultants.

g. Schedule meetings and disseminate information approved by OCII and the CAC to the residents of the BVHP Area and the public regarding Project Area development matters issues and employment opportunities.
h. Prepare information handouts for residents, non-profit organizations, and businesses on affordable housing opportunities within the Project Area, workforce training opportunities for construction and end-use jobs, community benefits program, and development program/activities for the Project Area
   - Deliverables
     - Informational handouts as-needed

i. Revamp and update a website with relevant documents and information. Coordinate with OCII staff regarding content, format and updates for the website. Use multiple media (mail, email, website, and social media, etc.) optimize the dissemination of information
   - Deliverables
     - Website update

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

j. Build and Maintain Relationships with BVHP Communities
   - Deliverables
     - Attend and present at no fewer than two (2) meetings held by BVHP-based organizations per month
     - Offer no fewer than four (4) site tours of the Project and surrounding BVHP Area per year for prospective developers, tenants, and the public
     - Promote meetings, events, and workshops offered by BVHP area community organizations, schools, and colleges

k. Communication Strategy on Project Milestones and Opportunities
   - Deliverables
     - Check in with OCII staff monthly to identify upcoming project milestones and opportunities
     - Produce social media content highlighting the project milestones and opportunities
     - Regularly update website
     - Produce monthly newsletters highlighting project milestones, opportunities, cross-promotion, and community spotlights
     - Deliver presentations to local stakeholders on project opportunities
     - Forward any media inquiries to OCII

l. Monthly Engagement Reports
   - Deliverables
     - Monthly Engagement Summary detailing activities in Scope of Work, including data on social media and website engagement and email inquiries on the project.

Task 5: Reporting Requirements

- Deliverables
  - Monthly written reports (in the form requested by OCII) of all activities and contacts. These reports should include a summary of the type of inquiries so that we can assess how we can improve online information about the project.
  - A detailed annual report summarizing all activities that have taken place during the preceding fiscal year. Include in the annual report the agendas, minutes, and flyers for all meetings managed by the Contractor both in paper and electronic form.
  - Other reports to OCII on an as-needed basis.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

Deliverable	Frequency
Task 1: Project Area Services	
Notify OCII staff of any site tours no later than five (5) days before the scheduled tour, including a list of tour participants.	As-needed
Task 2: CAC Administrative Support Services	
Update and distribute monthly public calendar 72 hours prior to the first day of each month	Monthly
Plan and schedule meetings in consultation with OCII, CAC Chair, and CAC subcommittee chairs	Monthly
Distribute the draft agenda to OCII staff and the CAC Chair fifteen (15) days before each meeting for feedback.	Monthly
Finalize and mail the agenda, staff reports, and corresponding materials for each meeting no less than three (3) days before the meeting date.	Monthly
Upload the agenda to the CAC website, share it with the mailing list, and display it at the site office no less than three (3) days before the meeting.	Monthly
Attend CAC and Legacy Foundation meetings.	Monthly
Manage meeting technology, including audio, video, and display	Monthly
Provide minutes of each meeting no less than 7 days before the next meeting.	Monthly
Staff up to six (6) workshops per year, providing room and technology setup, along with note-taking and distribute workshop minutes within 30 days after workshop	As-needed
Task 3: CAC Research and Policy Support	
Staff reports on CAC agenda items in coordination with OCII	Monthly
Research briefings and policy analysis in coordination with OCII	As needed
Monthly check-in with OCII to discuss objectives/work program	Monthly
Task 4: Outreach Services	
Outreach plan and annual updates	Annual
Expand and update the stakeholder database by reaching out to existing organizations and new organization/stakeholders in the BVHP.	Quarterly
Attend two local meetings to promote the project, if needed or requested by Chair or OCII	Monthly

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

Promote events and activities offered by local organizations and institutions.	Weekly
Outreach on project milestones	Monthly
Monthly Engagement Summary detailing engagement tasks performed each month, including social media and website engagement and views, meetings attended, email blasts, correspondences with local organizations, and events promoted	Monthly
Website Revamp and Regular Updates	One-time (with updates as needed)
Task 5: Reporting Requirements	
Report on activities	Monthly (+ annual report)

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

Attachment A-1

COMMUNITY OUTREACH SCOPE OF SERVICES

Should the Contractor choose to engage outreach subcontractor(s) to perform some or all of the Outreach Plan called for in Task 4 of the Scope of Services, Contractor will ensure that such outreach coordinators work in collaboration with OCII, Contractor, the CAC, and Legacy Foundation (where applicable). While Contractor will remain responsible for the successful implementation of the Outreach Plan, Contractor may choose to engage and supervise outreach subcontractors to perform some or all of the following tasks:

Task 1 – Team Coordination
Work closely with OCII staff, Contractor, the CAC, and the Legacy Foundation (as applicable) to develop strategy, goals and objectives that will guide the Outreach Subcontractor's outreach efforts Outreach Subcontract may be asked to participate in monthly coordination meetings with OCII and Contractor.

Task 2 – Target Audience
Assist the Contractor in expanding the outreach network to BVHP English and non-speaking residents, homeowners, community organizations, and business owners.

Task 3 – Door to Door Outreach
Perform as needed door-to-door outreach to disseminate informational materials and inform residents of upcoming CAC, Legacy Foundation, and other OCII meetings and events. In addition, the outreach team will work with residents to encourage feedback and participation in project meetings and at events. Outreach Subcontractor will utilize existing database to distribute information to residents, non-profits, and businesses on behalf of OCII, Contractor, the Legacy Foundation and/or CAC. Consultant will focus door-to-door efforts in public housing areas including Sunnydale, Potrero Hill, Hunter's View, Hunter's Point/Oakdale, Hunter's Point/Westbrook Apartments (Kiska), and Alice Griffith.

Task 4 – Community Events
At the request of OCII, attend and conduct outreach on behalf of OCII, the Legacy Foundation, and CAC at various community events in District 10. For example, community events may include 3rd on Third, Southeast Community Facility Commission Meetings, Bayview Hunters Point Citizen Advisory Committee, Hunters Point Shipyard Citizen's Advisory Committee, San Francisco Public Utilities Commission Meetings, and the San Francisco Board of Supervisors Meetings. Outreach Subcontractor shall also advise OCII of important upcoming community events and outreach opportunities for OCII staff participation.

Task 5 – Database Maintenance
Assist the Contractor with compiling maintaining, and updating a comprehensive database of residents, community-based organizations, businesses, and property owners within the BVHP Area specifically – Supervisorial District 10 in the 94124, 94134, and 94107 zip code areas.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

Task 6 – Media Outreach

Work with OCII and Contractor to enhance media outreach including email, websites, and social media efforts.

Task 7 – Outreach Reports

Produce detailed quarterly reports summarizing information from all outreach efforts, meetings, surveys, and interviews. Topics may include: Potential resources and partnerships to pursue; Detailed feedback from key stakeholders, businesses, CBO's, focus groups; Identify potential roadblocks and common community challenges. Outreach Subcontractor will, when requested, report on activities to the CAC, Legacy Foundation, or OCII Commission.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT A-2:

CAC & LEGACY FOUNDATION CALENDAR

MONTHLY NOTICE & AGENDA SCHEDULE

	Sun.	Monday	Tuesday	Wednesday	Thursday	Friday	Sat.
		Last Monday of Previous Month **HPS CAC MONTHLY DRAFT AGENDA**					
WEEK 1		First Monday of Month **MONTHLY FINAL DRAFT** - Email all presenters and send calendar reminder - Call reminder	First Tuesday of Month	First Wednesday of Month - OCII final sign off on agendas for Full CAC & Legacy Board - Confirm quorum - Confirm presenters	First Thursday of Month - Distribute agendas for Full CAC & Legacy Board – OR– - Distribute Notice of Cancellation if quorum not confirmed no agenda items	First Friday of Month - OCII final sign off on agendas for PDF	
Week 2		Second Monday of Month **LEGACY BOARD FULL CAC** - Day of call reminder for Board members. (LF/CAC) - Confirm quorum for PDF - Distribute PDF agenda – OR– - Distribute Notice of Cancellation if quorum not confirmed or no agenda items	Second Tuesday of Month	Second Wednesday of Month	Second Thursday of Month **PLANNING, DEV. & FINANCE (PDF)**	Second Friday of Month - OCII final sign off on agendas for BE and Housing	
Week 3		Third Monday of Month - Confirm quorum for BE and Housing - Distribute BE and Housing agenda – OR– - Distribute Notice of Cancellation if quorum not confirmed or no agenda items	Third Tuesday of Month - OCII final sign off on agendas for Executive & Environmental	Third Wednesday of Month - Confirm quorum for Exec & Evn. - Distribute Exec & Evn. agenda – OR– - Distribute Notice of Cancellation if quorum not confirmed or no agenda items	Third Thursday of Month **BUSINESS & EMP. HOUSING**	Third Friday of Month	
Week 4		Fourth Monday of Month **ENVIRONMENTAL EXECUTIVE**	Fourth Tuesday of Month	Fourth Wednesday of Month	Fourth Wednesday of Month	Fourth Friday of Month	

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT A-2:
CAC & LEGACY FOUNDATION CALENDAR
OCII HPSY
SITE OFFICE
MONTHLY STATUS REPORT – January 8, 2026

For Period:	December 1, 2025 – December 31, 2025
Submitted By:	Consultant's/Preparer's name here
Date Prepared:	January 8, 2026
Project Purpose:	The purpose of this report is to summarize the monthly activities….
Report Purpose:	To Communicate: • An overall status of site office activity • A summary of services/accomplishments and upcoming activities • A summary of any milestones/concerns

Overall Status [This should be a short paragraph describing the overall status of monthly activities, etc.]

The site office is open on a daily basis Monday thru Thursday 10am–5pm. If there is any information you need from the site office please contact us at 415.822.4622 or email us at info@hpscac.com.

The site office staff has provided administrative support for 4 meetings…..

1. Full CAC: The Full CAC meeting was facilitated by our office on April 11th. The CAC had quorum, and X members were present. Seven (7) members of the public attended [Non-CAC/Lennar/OCII staff]. The food prepared by a local restaurant, Caterer Dixons Delights.
2. Legacy Foundation:
3. E&R Sub-Committee:
4. B&E Sub-Committee:

We have fielded all phone calls and directed individuals to various locations this month. Questions and referrals include:

- Lisa regarding Block 49 lottery [Note any specific community questions/concerns]
- CAP Office-Butler Enterprise Construction Assistance team regarding…
- Eclectic Cookery regarding…
- Building 606 the SF Police Dept regarding..

We assisted the Block 49 Amcal group with the follow up interviews this month by use of our storage facility and various other task such as receiving office supplies, copier use and misc., and continue to field questions from persons coming into 451 Galvez Ave. seeking lottery results and additional information.

We continue to receive walk-ins requesting information the new homes being built on blocks on Hilltop, and have referred them to the developer's website to sign up to receive information and have provided leaflet information recently provided to us by Nashilu of Lennar.
We additionally received walk-ins requesting information about employment opportunities, and provided leaflet information for CityBuild regarding jobs and job training.

SAMPLE

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Site Badges Issued

The site office processed three (3) badges from December 1 to December 31 to:

1. [Name], [Organization]
2. [Name], [Organization]
3. [Name], [Organization]

Visitor's Passes Issued

The site office issued thirty five (35) visitors passes from December 1 to December 31.

We've assisted Deborah at the Point with temporary passes for artists and assistants of The Point with over 30 passes and assisted in the dissemination of information and security/parking communications for the Open Studios event this past weekend. Speaking with artist and hosts - they reported a slower amount of activity at this open studio.

Brief Description of Events

(Meetings, trainings, etc.)

CAC Activities

We have processed payments for the Full CAC activities and will process all bills/invoices received for the Site Office, the CAC and project related activities before the end of the month. We will purchase the necessary monthly supplies for mailings, meetings and notifications. We have maintained all office equipment as required for the month.

We have sent & received many emails related to CAC/Project Administration. We have communicated with the CAC Chair, & Subcommittee Chairs, & Vice Chair and various members regarding various issues and information [This needs to be more specific – what "various issues"?]. We have also sent out notices and reminders to CAC members and all individuals & businesses on our email list; Including the India Basin residents Yahoo Email group & the better Bayview yahoo group, and the Hunters Point Shipyard artists email group.

Community Outreach Activity

We are continually updating the CAC mailing list and have received 2 returned notices this month which have been updated. We have assisted Andrea Baker with outreach efforts by printing our mailing distribution envelopes for them to mail information regarding Northside Park. We have also sent their information to our email distribution list to assist in the outreach and survey efforts.

Key/Notable Accomplishments

SAMPLE

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT B

	MJF & Associates Consulting Budget Year 1- December 2025 through Year 3- November 2028					
	Expenses (*estimated*):					
	Personnel	**Est Hours**	**Hourly Rate**	**Year 1**	**Year 2 2% COLI**	**Year 3 2% COLI**
1)	Micah Fobbs (Principal)	700	110.00	77,000.00	78,540.00	80,108.00
2)	Alise Vincent (Site Office Operations and CAC Admin Manager and Outreach Coordinator)	966	74.00	71,484.00	72,913.68	74,362.68
3)	Kyle Fobbs (Staff)	343	35.00	12,005.00	12,245.10	12,488.63
4)	Day Thomas (Staff)	57	35.00	1,995.00	2,034.90	2,621.52
5)	Linda Richardson (CAC Policy Advisor and Field Outreach Lead)	370	190.00	70,300.00	71,706.00	73,141.60
	Total Labor Expenses:			**232,784.00**	**237,439.68**	**242,722.43**
	Community Outreach & Public Participation					
6)	Multimedia/Website & Internet subscriptions			2,500.00	2,500.00	2,500.00
7)	Website Revamp			5,000.00		
7)	Refreshments for Meetings			3,500.00	3,500.00	3,500.00
	Total Community Outreach Expense:			**11,000.00**	**6,000.00**	**6,000.00**
	Baseline Site Office Operations Expenses					
8)	Telephone Charges			500.00	500.00	500.00
9)	Office Supplies (includes badging supplies)			2,500.00	2,500.00	2,500.00
10)	Copier Lease			3,000.00	3,000.00	3,000.00
11)	Site Office Internet			1,200.00	1,200.00	1,200.00
	Total Direct Cost:			**7,200.00**	**7,200.00**	**7,200.00**
12)	***Contingency***			20,000.00		
13)	***Sub-Contract Administration Fee (5%)***			7,089.20	7,230.98	7,375.21
	Total Proposed Expenses*			**278,073.20**	**257,870.66**	**263,297.64**
	*All contract values are Not to Exceed (NTE)			**Contract Total:**		**799,241.50**
	*Billing based on time & materials					

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

Attachment B-1

Consultant Billing Sheet (SAMPLE)

Project:		**Date of update:**		**Month work performed:**	
Person providing update:		**Firm Name:**		**Scope of services:**	

Date	Employee Name	Title	Hours Worked	Billing Rate (Hourly)	Scope of Work Performed	Notes/Details	Project Area	Total Billed
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
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								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
Total				**0**				**$0.00**

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT C

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII)
(SUCCESSOR TO THE SAN FRANCISCO REDEVELOPMENT AGENCY)
DECLARATION FORM
Nondiscrimination in Contracts and Benefits

Section A

Is your company/organization currently certified by the City and County of San Francisco in compliance with Administrative Code 12B Equal Benefits Ordinance and will your company/organization ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts? If yes, please indicate below, skip Section B, and execute the Declaration in Section C. If no, please skip Section A and complete Sections B and C.

☑ My company/organization is certified and compliant with the 12B Equal Benefits Ordinance of the City and County of San Francisco and there has been no change in our 12B Declaration since certification. My company/organization agrees to ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts. (Please check box to affirm, if applicable)

Section B

1. Nondiscrimination—Protected Classes

a. Is it your company/organization's policy that you will not discriminate against your employees, applicants for employment, employees of the Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency) (Agency), or City and County of San Francisco (City), or members of the public for the following reasons:

- Race ☐ Yes ☐ No
- color ☐ Yes ☐ No
- Creed ☐ Yes ☐ No
- Religion ☐ Yes ☐ No
- ancestry ☐ Yes ☐ No
- national origin ☐ Yes ☐ No
- Age ☐ Yes ☐ No
- sex ☐ Yes ☐ No
- sexual orientation ☐ Yes ☐ No
- gender identity ☐ Yes ☐ No
- marital status ☐ Yes ☐ No
- domestic partner status ☐ Yes ☐ No
- Disability ☐ Yes ☐ No
- AIDS or HIV status ☐ Yes ☐ No

b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract that you have with the Agency or the City?

☑ Yes ☐ No

If you answered "no" to any part of Question 1a or 1b, the Agency or the City cannot do business with you.

2. Nondiscrimination—Equal Benefits (Question 2 does not apply to subcontracts or subcontractors)

a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?

☐ Yes ☑ No

b. Do you provide, or offer access to, any benefits to employees with domestic partners (Partners) or to domestic partners of employees?

☐ Yes ☑ No

If you answered "no" to both Questions 2a and 2b, skip 2c and 2d, and sign, date and return this form. If you answered "yes" to Question 2a or 2b, continue to 2c.

c. If "yes," please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide (even if the employer does not pay for them).

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT C

Benefit	Yes, for Spouses	Yes, for Partners	No
• Medical (health, dental, vision)	❑	❑	❑
• Pension	❑	❑	❑
• Bereavement	❑	❑	❑
• Family leave	❑	❑	❑
• Parental leave	❑	❑	❑
• Employee assistance programs	❑	❑	❑
• Relocation and travel	❑	❑	❑
• Company discounts, facilities, events	❑	❑	❑
• Credit union	❑	❑	❑
• Child care	❑	❑	❑
• Other _____	❑	❑	❑
• Other _____	❑	❑	❑

d. If you answered "yes" to Question 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with the Policy if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

(1) Have you taken all reasonable measures? ❑ Yes ❑ No

(2) Do you provide a cash equivalent? ❑ Yes ❑ No

3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered "yes" to any part of Question 2c or Question 2d, you must attach to this form those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or Question 2d. Please include the policy sections that list the benefits for which you indicated "yes" in Question 2c. If documentation does not exist, attach an explanation, e.g., some of your personnel policies are unwritten. If you answered "yes" to Question 2d(1) complete and attach form SFRA/CC-103, "Nondiscrimination in Benefits—Reasonable Measures Affidavit," which is available from the Agency. You need not document your "yes" answer to Question 1a or Question 1b.

Section C

I declare (or certify) under penalty of perjury that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 23rd day of June, 2025, at San Francisco (City), CA (State).

Name of Company/Organization: Micah Joseph Fobbs

Doing Business As (DBA): MJF & Associates Consulting

Also Known As (AKA): N/A

General Address: 116 Galvez Ave. Suite 2B, S.F. CA, 94124

Remittance Address (if different from above): PO Box 885063, San francisco CA 94188

Name of Signatory: Micah J. Fobbs (Please Print) Title: Owner/ Proprieto

Signature: _____

Phone Number: 415.377.4105 Federal Tax Identification Number: 45-3624861

Approximate number of employees in the U.S.: 2 Vendor Number: 8801 (if known)

❑ Check here if your address has changed.
❑ Check here if your organization is a non-profit.
❑ Check here if your organization is a governmental entity.

THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE

Please return this form to: Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency), One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT D

SMALL BUSINESS ENTERPRISE AGREEMENT

The company or entity executing this Small Business Enterprise Agreement, by and through its duly authorized representative, hereby agrees to use good faith efforts to comply with all of the following:

I. PURPOSE. The purpose of entering into this Small Business Enterprise Program agreement (**"SBE Program"**) is to establish a set of Small Business Enterprise ("SBE") participation goals and good faith efforts designed to ensure that monies are spent in a manner which provides SBEs with an opportunity to compete for and participate in contracts by or at the behest of the Successor Agency to the San Francisco Redevelopment Agency (**"Agency"**) and/or the Agency-Assisted Contractor. A genuine effort will be made to give First Consideration to Project Area SBEs and San Francisco-based SBEs before looking outside of San Francisco.

II. APPLICATION. The SBE Program applies to all Contractors and their subcontractors seeking work on Agency-Assisted Projects on or after November 17, 2004 and any Amendment to a Pre-existing Contract.

III. GOALS. The Agency's SBE Participation Goals are:

CONSTRUCTION	**50%**
PROFESSIONAL SERVICES	**50%**
SUPPLIERS	**50%**

IV. TRAINEE HIRING GOAL. In addition to the goals set forth above in Section III, there is a trainee hiring goal for all design professionals (architects, engineers, planners, and environmental consultants) on contracts or subcontracts over $100,000. The trainee hiring goal requires architects, engineers and other design professionals only to hire qualified San Francisco residents as trainees. The trainee hiring goal is based upon the total amount of the design professional's contract as follows:

Trainees	Design Professional Fees
0	$ 0 – $99,000
1	$ 100,000 – $249,999
2	$ 250,000 – $499,999
3	$ 500,000 – $999,999
4	$1,000,000 – $1,499,999
5	$1,500,000 – $1,999,999
6	$2,000,000 - $4,999,999
7	$5,000,000 - $7,999,999
8	$8,000,000 – or more

A. Procedures For Trainee Hires

1. **Compliance with the Trainee Hiring Goal**

Design professionals will be deemed in compliance with this Agreement by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

2. **Execution and Incorporation of this Agreement to Sub-agreements**

The Agency-Assisted Contractor shall execute this Agreement and shall incorporate by reference or attach this Agreement to its contract(s) with the architects, engineers and other design professionals. Thus, each design professional (regardless of tier) will be obligated to comply with the terms of this Agreement. The Agency-Assisted Contractor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. **Contact Educational Institutions**

Each design professional shall call the City and County of San Francisco Office of Economic and Workforce Development (OEWD) or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution or OEWD to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) or OEWD may require the design professionals to send a confirming letter or complete its form(s). Each design professional is required to timely provide all of the information requested by the OEWD or educational institution(s) in order to get the referrals.

4. **Response from Educational Institutions**

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. **Action by Design Professionals When Referrals Available**

The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified San Francisco resident referred by the educational institution(s). The design professional shall notify the educational institution in writing of the hiring decision.

6. **Action by Design Professionals When Referrals Unavailable**

If after contacting two or more educational institutions the design professional is informed that no San Francisco residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco residents are currently available for hire as trainees. If no qualified San Francisco residents are currently available after the second request, then the design professional has fulfilled its obligation under this Agreement, provided that the design professional has acted in good faith. The design professional must retain its file on all of the steps it took to comply with this Section IV and submit a copy of its file to the Agency Compliance Officer upon request.

7. **Action by Design Professional When No Response From Educational Institutions**

If a design professional has not received a response to its request for referrals from any of the

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals, then the design professional should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of the Agency Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section IV, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this Agreement and submit a copy of its file to the Agency Compliance Officer upon request.

8. **Termination of Trainee for Cause**

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Agreement and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth above.

B. Reporting Requirements For Trainee Hires

1. **Reporting**

Upon completion of the Term of the Agreement or the term of the design professional's contract with the Agency-Assisted Contractor, whichever is less, the design professional (i.e. Employer) shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the San Francisco resident(s) interviewed for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the San Francisco resident(s) interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; and (5) the number of San Francisco residents hired as trainees.

2. **Report on Terminations**

In the event a San Francisco resident hired pursuant to this Agreement is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); and (4) whether the design professional replaced the trainee(s).

V. TERM. The obligations of the Agency-Assisted Contractor and/or Contractor(s) with respect to SBE Program shall remain in effect until completion of all work to be performed by the Agency-Assisted Contractor in connection with the original construction of the site and any tenant improvements on the site performed by or at the behest of the Agency-Assisted Contractor unless another term is specified in the Agency-Assisted Contract or Contract.

VI. FIRST CONSIDERATION. First consideration will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: (1) Project Area SBEs, (2) San Francisco-based SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-San Francisco-based 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.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

VII. ASSOCIATIONS AND JOINT VENTURES (JV). OCII will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, OCII will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:

- Define the management of the agreement between the parties;
- Define the technical and managerial responsibilities of each party;
- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying OCII of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to OCII for approval in order for the JV or Association to be recognized.

VIII. CERTIFICATION. The Agency no longer certifies SBEs but instead relies on the information provided in other public entities' business certifications to establish eligibility for the Agency's program. Only businesses certified by the Agency as SBEs whose certification has not expired and economically disadvantaged businesses that meet the Agency's SBE Certification Criteria will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the SBE Policy.

IX. INCORPORATION. Each contract between the Agency, Agency-Assisted Contractor or Contractor on the one hand, and any subcontractor on the other hand, shall physically incorporate as an attachment or exhibit and make binding on the parties to that contract, a true and correct copy of this SBE Agreement.

X. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency's SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 ("**Policy**") or as defined in the Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

Affiliates means an affiliation with another business concern is based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

Agency-Assisted Contract means, as applicable, the Development and Disposition Agreement ("**DDA**"), Land Disposition Agreement ("**LDA**"), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that the Agency executed with for-profit or non-profit entities.

Agency-Assisted Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed an Agency-Assisted Contract.

Agency Contract means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that the Agency executes with for-profit or non-profit entities.

Amendment to a Pre-existing Contract means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy ("SBE Policy") takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

Annual Receipts means "total income" (or in the case of a sole proprietorship, "gross income") plus "cost of goods sold" as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee-based costs such as payroll taxes, may not be excluded from receipts. Receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts. If a concern has not been in business for three (3) years, the average weekly revenue for the number of weeks the concern has been in business is multiplied by 52 to determine its average annual receipts.

Arbitration Party means all persons and entities who attend the arbitration hearing pursuant to Section XIII, as well as those persons and entities who are subject to a default award provided that all of the requirements in Section XIII.L. have been met.

Association means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Commercially Useful Function means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco ("City") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are required and sought by the Agency.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

Contract means any agreement between the Agency and a person(s), firm, partnership, corporation, or combination thereof, to provide or procure labor, supplies or services to, for, or on behalf of the Agency.

Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed a Contract.

Joint Venture means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Non-San Francisco-based Small Business Enterprise means a SBE that has fixed offices located outside the geographical boundaries of the City.

Office" or "Offices means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an "office" under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an "office." The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an "as needed" basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

Project Area Small Business Enterprise means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of a Redevelopment Project or Survey Area where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a Project Area or Survey Area business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in a Project Area or Survey Area for at least six months preceding its application for certification as a SBE; and (e) has a Project Area or Survey Area office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers of residential addresses alone shall not suffice to establish a firms' location in a Project Area or Survey Area.

Project Area means an area of San Francisco that meets the requirements under Community Redevelopment Law, Health and Safety Code Section 33320.1. These areas currently include the Bayview Industrial Triangle, Bayview Hunters Point (Area B), Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, and Transbay.

San Francisco-based Small Business Enterprise means a SBE that: (a) has fixed offices located within the geographical boundaries of the City where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a San Francisco business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in the City for at least six months preceding its application for certification as a SBE; and (e) has a San Francisco office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

Small Business Enterprise (SBE) means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	$20,000,000
Specialty Construction Contractors	$14,000,000
Suppliers (goods/materials/ equipment and general services)	$10,000,000
Professional Services	$2,500,000
Trucking	$3,500,000

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I of the SBE Policy in order to be considered an SBE by the Agency.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm's three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm's three year average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

Specialty Construction Contractor means a contractor licensed by the Contractors State License Board under the "C" classification license pursuant to California Business and Professions Code Section 7058.

Survey Area means an area of San Francisco that meets the requirements of the Community Redevelopment Law, Health and Safety Code Section 33310. These areas currently include the Bayview Hunters Point Redevelopment Survey Area C.

XI. GOOD FAITH EFFORTS TO MEET SBE GOALS Compliance with the following steps will be the basis for determining if the Agency-Assisted Contractor and/or Consultant has made good faith efforts to meet the goals for SBEs:

A. Outreach. Not less than 30 days prior to the opening of bids or the selection of contractors, the Agency-Assisted Contractor or Contractor shall:

1. **Advertise**. Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the ***Bid and Contract Opportunities*** newsletter published by the City and County of San Francisco Purchasing Department and

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

media focused specifically on SBE businesses such as the ***Small Business Exchange***, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

2. **Request List of SBEs**. Request from the Agency's Contract Compliance Department a list of all known SBEs in the pertinent field(s), particularly those in the Project and Survey Areas and provide written notice to all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

B. **Pre-Solicitation Meeting**. For construction contracts estimated to cost $5,000 or more, hold a pre-bid meeting for all interested contractors not less than 15 days prior to the opening of bids or the selection of contractors for the purpose answering questions about the selection process and the specifications and requirements. Representatives of the Contract Compliance Department will also participate.

C. **Follow-up**. Follow up initial solicitations of interest by contacting the SBEs to determine with certainty whether the enterprises are interested in performing specific items involved in work.

D. **Subdivide Work.** Divide, to the greatest extent feasible, the contract work into small units to facilitate SBE participation, including, where feasible, offering items of the contract work which the Contractor would normally perform itself.

E. **Provide Timely and Complete Information**. The Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans, specifications and requirements of construction work, service work and material supply work. This paragraph does not require the Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require the Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

F. **Good Faith Negotiations.** Negotiate with SBEs in good faith and demonstrate that SBEs were not rejected as unqualified without sound reasons based on a thorough investigation of their capacities.

G. **Bid Shopping Prohibited.** Prohibit the shopping of the bids. Where the Agency-Assisted Contractor or Contractor learns that bid shopping has occurred, it shall treat such bid shopping as a material breach of contract.

H. **Other Assistance.** Assist SBEs in their efforts to obtain bonds, lines of credit and insurance. (Note that the Agency has a Surety Bond Program that may assist SBEs in obtaining necessary bonding.) The Agency-Assisted Contractor or Contractor(s) shall require no more stringent bond or insurance standards of SBEs than required of other business enterprises.

I. **Delivery Scheduling.** Establish delivery schedules which encourage participation of SBEs.

J. **Utilize SBEs as Lower Tier Subcontractors**. The Agency-Assisted Contractor and its Contractor(s) shall encourage and assist higher tier subcontractors in undertaking good faith efforts to utilize SBEs as lower tier subcontractors.

K. **Maximize Outreach Resources.** Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and

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placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by the Agency shall count towards meeting the participation goal.

L. **Replacement of SBE.** If during the term of this SBE Agreement, it becomes necessary to replace any subcontractor or supplier, the Agency's Contract Compliance Specialist should be notified prior to replacement due to the failure or inability of the subcontractor or supplier to perform the required services or timely delivery the required supplies, then First Consideration should be given to a certified SBE, if available, as a replacement.

XII. ADDITIONAL PROVISIONS

A. **No Retaliation.** No employee shall be discharged or in any other manner discriminated against by the Agency-Assisted Contractor or Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Agreement.

B. **No Discrimination.** 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 an Agency-Assisted Contract or Contract. The Agency-Assisted Contractor or 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.

C. **Compliance with Prompt Payment Statute.** Construction contracts and subcontracts awarded for $5,000 or more shall contain the following provision:

> "Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 *et seq*. Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity."

In addition to and not in contradiction to the Prompt Payment Statute (California Business and Professions Code Section 7108.5 *et seq*.), if a dispute arises which would allow a Contractor to withhold payment to a subcontractor due to a dispute, the Contractor shall only withhold that amount which directly relates to the dispute and shall promptly pay the remaining undisputed amount, if any.

D. **Submission Of Electronic Certified Payrolls**. For any Agency-Assisted Contract which requires the submission of certified payroll reports, the requirements of Section VII of the Agency's Small Business Enterprise Policy shall apply. Please see the Small Business Enterprise Policy for more details.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

XIII. PROCEDURES

A. **Notice to Agency**. The Agency-Assisted Contractor or Contractor(s) shall provide the Agency with the following information within 10 days of awarding a contract or selecting subconsultant:

1. the nature of the contract, e.g. type and scope of work to be performed;
2. the dollar amount of the contract;
3. the name, address, license number, gender and ethnicity of the person to whom the contract was awarded; And
4. SBE status of each subcontractor or subconsultant.

B. **Affidavit**. If the Agency-Assisted Contractor or Contractor(s) contend that the contract has been awarded to a SBE, the Agency-Assisted Contractor or Contractor(s) shall, at the same time also submit to the Agency a SBE Application for Certification and its accompanying Affidavit completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement.

C. **Good Faith Documentation**. If the 50% SBE Participation Goals are not met in each category (Construction, Professional Services and Suppliers), the Agency-Assisted Contractor or Contractor(s) shall meet and confer with the Agency at a date and time set by the Agency. If the issue of the Agency-Assisted Contractor's or Contractor's good faith efforts is not resolved at this meeting, the Agency-Assisted Contractor or Contractor shall submit to the Agency within five (5) days, a declaration under penalty of perjury containing the following documentation with respect to the good faith efforts ("**Submission**"):

1. A report showing the responses, rejections, proposals and bids (including the amount of the bid) received from SBEs, including the date each response, proposal or bid was received. This report shall indicate the action taken by the Agency-Assisted Contractor or Contractor(s) in response to each proposal or bid received from SBEs, including the reasons(s) for any rejections.

2. A report showing the date that the bid was received, the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the non-SBE contractor who was selected submitted more than one bid, the amount of each bid and the date that each bid was received shall be shown in the report. If the bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to an SBE, the report shall also contain an explanation of these reasons.

3. Documentation of advertising for and contacts with SBEs, contractor associations or development centers, or any other agency which disseminates bid and contract information to small business enterprises.

4. Copies of initial and follow-up correspondence with SBEs, contractor associations and other agencies, which assist SBEs.

5. A description of the assistance provided SBE firms relative to obtaining and explaining plans, specifications and contract requirements.

6. A description of the assistance provided to SBEs with respect to bonding, lines of credit, etc.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.

8. A description of any divisions of work undertaken to facilitate SBE participation.

9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.

10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.

11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

D. **Presumption of Good Faith Efforts**. If the Agency-Assisted Contractor or Contractor(s) achieves the Participation Goals, it will not be required to submit Good Faith Effort documentation.

E. **Waiver**. Any of the SBE requirements may be waived if the Agency determines that a specific requirement is not relevant to the particular situation at issue, that SBEs were not available, or that SBEs were charging an unreasonable price.

F. **SBE Determination**. The Agency shall exercise its reasonable judgment in determining whether a business, whose name is submitted by the Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of the Agency's current directories will be considered by the Agency as prima facie evidence that the firm is a SBE. Where the Agency-Assisted Contractor or Contractor(s) makes a submission the Agency shall make a determination, as to whether or not a business which the Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If the Agency determines that the business is not a SBE, the Agency shall give the Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide the Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with the Agency and if necessary make a Submission, concerning its good faith efforts. If the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section XIII.

G. **Agency Investigation**. Where the Agency-Assisted Contractor or Contractor makes a Submission and, as a result, the Agency has cause to believe that the Agency-Assisted Contractor or Contractor has failed to undertake good faith efforts, the Agency shall conduct an investigation, and after affording the Agency-Assisted Contractor or Contractor notice and an opportunity to be heard, shall recommend such remedies and sanctions as it deems necessary to correct any alleged violation(s). The Agency shall give the Agency-Assisted Contractor or Contractor a written Notice of Non-Compliance setting forth its findings and recommendations. If the Agency-Assisted Contractor or Contractor disagrees with the findings and recommendations of the Agency as set forth in the Notice of Non-Compliance, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to this SBE Agreement.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

XIV. ARBITRATION OF DISPUTES.

A. Arbitration by AAA. Any dispute regarding this SBE Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration,** unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, the Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties' Participation. The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. Burden of Proof. The burden of proof with respect to SBE status and/or Good Faith Efforts shall be on the Agency-Assisted Contractor and/or Contractor. The burden of proof as to all other alleged breaches by the Agency-Assisted Contractor and/or Contractor shall be on the Agency.

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

I. **California Law Applies.** Except where expressly stated to the contrary in this SBE Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. **Arbitration Remedies and Sanctions.** The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. **Arbitrator's Decision.** The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. **Default Award; No Requirement to Seek an Order Compelling Arbitration.** The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. **Arbitrator Lacks Power to Modify.** Except as otherwise provided, the arbitrator shall

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have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. **Jurisdiction/Entry of Judgment.** The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

O. **Exculpatory Clause.** Agency-Assisted Contractor or Contractor (regardless of tier) expressly waive any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Agency-Assisted Contractor or Contractor (regardless of tier) acknowledge and agree that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this SBE Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. **Severability**. The provisions of this SBE Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this SBE Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this SBE Agreement or the validity of their application to other persons or circumstances.

Q. **Arbitration Notice:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____	_____
Agency	Agency-Assisted Contractor

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XV. AGREEMENT EXECUTION

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency's 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

Signature

6/23/2025
Date

Micah J. Fobbs
Print Your Name

Owner/Proprietor
Title

MJF & Associates Consulting - 415.377.4105
Company Name and Phone Number

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT E

MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (OCII) (Successor Agency to the San Francisco Redevelopment Agency) adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on OCII contracts and subcontracts for services: for contractors with employees performing work in San Francisco, the Commercial Business MCP wage rate shall be no less than $17.00 per hour effective November 11, 2018. The Nonprofit MCP wage rate is $15.00 per hour effective July 1, 2018. The Minimum Compensation rate is adjusted on January 1 each year. Furthermore, 12 paid days off per year (or cash equivalent) and 10 days off without pay per year shall be offered.

The OCII may require contractors to submit reports on the number of employees affected by the MCP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the MCP will have the following effect:

- ☐ in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.
- ☐ if a contractor does not provide the MCP minimum benefits, OCII can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or http://sfocii.org/policies-and-procedures.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature	6/23/2025 Date
Micah J. Fobbs Print Name	
MJF & Associates Consulting Company Name	415.377.4105 Phone

Docusign Envelope ID: 79048347-71E4-4208-B1F1-560F8B6DAB60

ATTACHMENT F

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure ("OCII") (as Successor Agency to the Redevelopment Agency) adopted the San Francisco Health Care Accountability Policy (the "HCAP"), which became effective on September 25, 2001. The HCAP requires contractors and subcontractors that provide services to OCII, contractors and subcontractors that enter into leases with OCII, and parties providing services to tenants and sub-tenants on OCII property to choose between offering health plan benefits to their employees or making payments to OCII or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the OCII Commission; (2) pay OCII $5.15 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed $206 in any week) and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured (rates and amounts effective July 1, 2018 and subject to annual change).

The OCII may require contractors to submit reports on the number of employees affected by the HCAP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the HCAP will have the following effect:

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.
- if a contractor does not provide the HCAP's minimum benefits, OCII can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII's contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the HCAP, available from the OCII's Contract Compliance Department at: (415) 749-2400.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Signature

6/23/2025
Date

Micah J. Fobbs
Print Name

MJF & Associates Consulting
Company Name

415.377.4105
Phone