

**COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE**

**RESOLUTION NO. 2-2025**

**(as amended by Commission at meeting of 2.4.25)**

*Adopted February 4, 2025*

**AUTHORIZING A PERSONAL SERVICES CONTRACT BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, ACTING IN ITS CAPACITY AS ADMINISTRATOR OF COMMUNITY FACILITIES DISTRICT NO. 1 (SOUTH BEACH), AND KOROTKIN ASSOCIATES, A CALIFORNIA CORPORATION, TO PROVIDE LANDSCAPE MAINTENANCE AND RELATED SERVICES IN COMMUNITY FACILITIES DISTRICT NO. 1 (SOUTH BEACH) FOR AN INITIAL TERM OF THREE YEARS WITH ONE OPTION TO EXTEND FOR UP TO AN ADDITIONAL THREE YEARS, IN AN AMOUNT NOT TO EXCEED \$1,823,152; FORMER RINCON POINT-SOUTH BEACH PROJECT AREA**

WHEREAS, The Redevelopment Agency of the City and County of San Francisco (“Former Agency”) established Community Facilities District No.1 (South Beach) (“CFD No. 1”) in 1988 by Agency Resolution Nos. 186-88 through 191-88 pursuant to the Mello-Roos Community Facilities Act of 1982. CFD No. 1 authorized special taxes on real property in the CFD No. 1 area, which is bounded by Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets. This area is the South Beach portion of the former Rincon Point-South Beach Redevelopment Project Area (“Project Area”), which expired in January 2021. CFD No. 1, however, extends beyond the expiration of the Project Area; and,

WHEREAS, The special taxes are required to be used for the purposes of funding construction and maintenance of certain improvements including four plazas, streetscape improvements, and irrigation and lighting systems as authorized under Section 53313 *et seq.* of the California Government Code and the Local Goals and Policies for Community Facilities District (Former Agency Resolution No. 79-2008 (July 15, 2008)); and,

WHEREAS, In Forming CFD No. 1 and funding its facilities and services, the Former Agency exercised state authority under the Mello-Roos Act and not under the Community Redevelopment Law; and,

WHEREAS, The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”) is administering the Former Agency’s obligations concerning community facilities districts, including CFD No. 1; and,

WHEREAS, On March 7, 2024, OCII staff issued a Request for Proposals for plaza and streetscape maintenance and related services for the CFD No.1 (“RFP”) in accordance with OCII’s Purchasing Policy and Procedures, inviting proposals to provide landscape maintenance and related services; and,

WHEREAS, On March 20, 2024 staff held a pre-submittal meeting and on March 27, 2024, staff held a site tour to answer questions and to review the provisions of the RFP. In addition, staff received questions and posted written responses to questions from potential RFP respondents; and,

WHEREAS, OCII received five complete proposals by the RFP deadline. An OCII evaluation panel evaluated each proposal in accordance with the RFP selection criteria covering budget, experience, Project Area SBE participation and similar characteristics. Based on the selection criteria, the OCII staff evaluation panel scored Korotkin Associates highest among the five responding firms. OCII staff recommend selecting Korotkin Associates, based on its qualifications, SBE participation, experience and complete proposed budget; and,

WHEREAS, OCII seeks to enter into new a Personal Services Contract (“Contract”) with Korotkin Associates for landscape maintenance and related services for an initial term of three years with one option to extend for up to three additional years, at the discretion of the Executive Director; and,

WHEREAS, The maximum amount of the Contract shall be \$1,823,152 (which includes \$1,000,000 for the initial three-year term and \$823,152 for the optional up-to three year extension). Over the full six-year duration of the Contract, this includes approximately \$646,842 for routine on-going maintenance; an approximately \$365,400 Contingency amount to fund unanticipated As-Needed Services; \$10,000 for a facilities reserve estimate; and \$500,000 in the initial term of the Contract and \$300,000 in the optional term of the Contract to fund deferred Capital Repairs. Pursuant to the terms of the Contract, the actual cost of deferred Capital Repairs exceeding \$5,000 will be established through a public bidding process. The Executive Director will review and approve the final estimated Capital Repairs costs prior to commencement of work; and,

WHEREAS, On April 16, 2024, the Commission, acting in its capacity as the legislative body for CFD No. 1, approved, by Resolution No. 10-2024, an annual budget for CFD No. 1 in Fiscal Year 2024-25.; and,

WHEREAS, The Contract will be funded by the Community Facilities District No. 1 budget and fund balance; and,

WHEREAS, Approval of the Contract with Korotkin Associates is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301 because it authorizes the operation, repair, maintenance or minor alteration of existing community facilities or topographical features with negligible or no expansion of existing uses; now therefore, be it,

RESOLVED, The Successor Agency Commission authorizes the Executive Director of the Office of Community Investment and Infrastructure to execute a Personal Services Contract with Korotkin Associates, a California Corporation, for landscape maintenance and related services in Community Facilities District No. 1 for an initial term of three years with, subject to Commission approval, one up-to three-year option to extend, in a total aggregate contract amount not to exceed \$1,823,152, substantially in the form approved by the Successor Agency's General Counsel, attached to this Resolution as Exhibit 1.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of February 4, 2025.



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Commission Secretary

Exhibit 1: Korotkin Associates Personal Services Contract

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 \_\_\_\_\_, 2025 (“Effective Date”) by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body established and existing under state law (commonly known as the Office of Community Investment and Infrastructure, or “OCII”), and Korotkin Associates, a California corporation (“Contractor”).

RECITALS

A. In 1988, the San Francisco Redevelopment Agency Commission established, by Resolution No. 186-88, Community Facilities District No. 1 (South Beach) (“CFD 1”) to fund the cost of installation and maintenance of streetscape and plaza improvements constructed in the former Rincon Point-South Beach Redevelopment Project Area. Exhibit A to Resolution No. 186-88 describes, among other things, the maintenance services to be financed with CFD 1 special taxes.

B. From their installation, the CFD 1 improvements, consisting of four plazas and special streetscape improvements at locations depicted on Attachment A, Facilities, have been maintained through contracts approved by the Commissions of the former San Francisco Redevelopment Agency and the Successor Agency to the San Francisco Redevelopment Agency acting as the legislative body for CFD 1.

C. The OCII evaluation panel evaluated five complete proposals submitted by the April 22, 2024 submission deadline, in accordance with the criteria set forth in the RFP.

D. The OCII evaluation panel recommended the selection of Contractor based on its strong qualifications, proven experience and complete proposed budget.

E. OCII and Contractor now seek to enter into a personal services contract to perform the landscape maintenance and related services described in this Contract and in accordance with and subject to the provisions of this Contract.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, OCII and Contractor agree as follows:

1. SCOPE OF SERVICES

A. General Requirement. Contractor shall perform all services required under this Contract and the Resolution No. 186-88 consistent with applicable law, including without limitation in the scope of services included as Attachment B, Scope of Services, all in accordance with the Contract Budget included in Section 3 hereto. Since the formation of CFD 1, the City and County of San Francisco has assumed authority over certain services, such as the maintenance and planting of street trees, which is described generally in Section 3 of the Scope of Services.

B. Quality of the Services. Contractor must maintain the availability of qualified and trained landscape maintenance workers, supervisory staff and any subcontractors of Contractor, all of whom shall have appropriate licenses for the work they undertake pursuant to this Contract, to perform the Scope of Services.

C. Changes to the Services. OCII reserves the right to order changes in the Scope of Services provided hereunder by altering, adding to or deducting from the Scope of Services. All such changes shall be incorporated in written change orders executed by the Contractor and OCII's Executive Director, which shall specify the changes ordered and any adjustment of compensation and/or completion time required by such change; provided, however, that any adjustment of compensation shall not exceed the overall Budget authorized under this Contract. Any services added to the Scope of Services of this Contract by a change order shall be deemed incorporated into Attachment B, Scope of Services, and executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed by OCII and the Contractor.

## 2. TIME OF COMPLETION

A. Initial Term. The term of this Contract shall begin on February 5, 2025 and end on February 4, 2028 at midnight (the "Initial Term"), unless extended or earlier terminated pursuant to the provisions of this Contract.

B. Option to Extend Contract Term. At the request of Contractor, submitted no later than 90 days prior to the expiration of the Initial Term, the OCII Executive Director ("Executive Director") may, subject to Commission approval, extend the term of this Contract for a period of up to an additional three (3) years or of a shorter duration ("Optional Extension Term") consistent with the authorization under this Contract and the Commission Resolution approving this Contract. The Initial Term and any Optional Extension Term are referred to herein as the "Contract Term." Contractor's request for extension shall include all budgetary and other management-related information necessary, at OCII's discretion, for reviewing and approving the request for extended term.

## 3. CONTRACT AMOUNT AND COMPENSATION

A. Maximum Contract Amount; Budget. As specified in Attachment C, the maximum amount payable under this Contract is \$1,823,152, which includes \$1,000,000 for the Initial Term and \$823,152 for the Optional Extension Term. Except for As-Needed Repair/Replacement Services, Preparation of Budget Reserve Estimate, and Capital Repairs all expenses of Contractor are included in the amounts payable pursuant to Attachment C, Contract Budget below, and no expenses shall be reimbursed separately. Annual maximum contract amounts payable under this Contract for Contract Years 1 through 6 are set forth in Attachment C, Contract Budget, each subject to availability and appropriation of funds by the Commission.

B. OCII Reimbursement of Contractor's Costs. Contractor shall prepare a monthly invoice of costs incurred under this Contract and submit to OCII, including the billing amount, description of services rendered, and all required supporting materials under Section 11(A) below. Upon receipt of satisfactory invoices and supporting materials, OCII shall

reimburse Contractor for actual costs of performing its obligations hereunder within 45 days of receipt of such invoices and supporting materials, subject to the limit of funds available under CFD No. 1.

C. Compensation Adjustments. The Monthly Compensation amounts paid to Contractor will be adjusted by 3 percent at the beginning of Years 2 through 6.

D. 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.

E. 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.

F. Payment of Subcontractors. The Contractor will be solely responsible for the timely and prompt payment of its subcontractors.

G. Supplies. The Contractor, and/or its subcontractors, will be responsible for purchasing all supplies for the operation of the Facilities from funds provided in accordance with Attachment C, Attachment B, and OCII's SBE Policy. The Contractor, and/or its subcontractors, will exercise prudent judgment in the purchase of expendable supplies, making volume purchases when appropriate and obtaining goods and services at competitive prices consistent with the SBE Policy.

1) The Contractor may purchase supplies from its subsidiaries and affiliates, but in no event shall the purchase price exceed prevailing competitive prices.

2) OCII will be credited with the full amount of any discounts or commissions obtained by the Contractor on any and all purchases.

H. Capital Purchases. All personal property, including any systems, fixtures, furniture, and equipment, purchased by the Contractor on behalf of OCII pursuant to OCII prior written approval, and all personal property relating to or used in the operation and maintenance of the Facilities, except any personal property which was paid for and is owned by the Contractor, shall, in the OCII Executive Director's discretion, be assigned, transferred, and conveyed to OCII upon expiration or termination of this Contract.

I. Payment Does Not Imply Acceptance of Work. The granting of any payment by OCII, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment or materials provided by Contractor that may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by OCII and in such case must be replaced by Contractor without delay.

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, and employees of Contractor's subcontractors performing work or services for Contractor, shall be subject to the State and local laws, and OCII policy, including OCII's Prevailing Wage Provisions (Labor Standards), included as Attachment D, Prevailing Wage Provisions/Labor Standards, governing prevailing wage rates, hours and working conditions, and benefits to all persons providing construction-related labor in furtherance of the Contract including working foremen and security guards. 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.

8. INDEMNIFICATION

A. General Indemnification. 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 Agency'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 Agency, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency 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 Agency 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.

B. 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 (“Indemnitees”) 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, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Indemnitees and does not apply to any passive negligence of the Indemnitees unless caused at least in part by the Design Professional. OCII agrees that that in no event shall the cost to defend charged to the Design Professional exceed that professional’s proportionate percentage of fault. 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

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 and/or higher limits than the minimums shown in this Section XII, 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 or other form approved by OCII, with additional insured endorsement (form CG 20 10 or equivalent)).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto, or other form approved by OCII, with additional insured endorsement).



- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Fidelity Bond or other form of Commercial Crime insurance acceptable to OCII covering all officers and employees of Contractor for loss of OCII- or City-owned property caused by dishonesty. The OCII and City shall be named as obligee and should such a loss of property occur, Contractor agrees to diligently pursue recovery under the bond and to assign or remit to the OCII all funds recovered.
- (5) Professional Liability Insurance: Provided on an as needed basis as required by OCII for applicable work.

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

- (1) General Liability:
  - a. For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.
  - b. INTENTIONALLY OMITTED
- (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.
- (4) Fidelity Bond or other form of Commercial Crime insurance for \$100,000.
- (5) Professional Liability Insurance: Provided on an as needed basis as required by OCII for applicable work.

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, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees” are to be covered as additional insureds as respects to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.
- (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. Evidence that the firm continues to carry liability insurance must be provided for at least five years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by OCII's Risk Manager.

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

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

## 11. RECORDS, REPORTS AND AUDITS

### A. Records

- (1) Records shall be established and maintained in accordance with Agency requirements with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of five years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.
- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

### B. Reports and Information

At such times and in such forms as OCII or the City and County of San Francisco, , may require, there shall be furnished to OCII or its designated representative such statements, records,

reports, data and information as OCII or the City and County of San Francisco may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as OCII and/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

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 Agency employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

14. LIMITATIONS ON CONTRIBUTIONS

Through execution of this 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) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, 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 \$50,000 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 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 AGENCY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of OCII. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OCII, but are subject to disclosure under the Public Records Act, Cal. Gov't Code §§ 6250 et seq., and the Agency Public Records Policy, Agency Resolution No. 182-2005 (Nov. 1, 2005).

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 agency by nonemployees of such agency exceeds \$5,000.00, any document or written report prepared in whole or in part by nonemployees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

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 in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time.

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.

F. Contractor shall execute the Nondiscrimination in Contracts and Benefits Declaration Form included as Attachment E hereto. Additionally, in accordance with the requirements of this section, contractor shall demonstrate that they are in compliance with the Nondiscrimination in Benefits requirements by providing evidence that the Contractor has been certified by the Contract Monitoring Division Equal Benefits Unit as being in compliance with Section 12 B 1 (b) of the San Francisco Administrative Code. For assistance with 12B Certification, Contractor should contact [cmd.equalbenefits@sfgov.org](mailto:cmd.equalbenefits@sfgov.org).

## 18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by Agency Resolution No. 43-2015 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency 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 San Francisco-based SBEs (see SBE Agreement included as Attachment F hereto).

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve 50% SBE participation on professional, personal services, and construction contracts. OCII no longer certifies SBEs directly but honors small business certifications from the City and County of San Francisco Local Business Enterprise Program, the State of California's

SB/DVBE certification program, and any other jurisdiction so long as OCII size standards are met. OCII retains the discretion to determine the consistency of the certification standards and acceptance, or denial of the certifications listed above. For information on LBE certification with the City and County of San Francisco, please visit the following site: <http://sfgov.org/cmd/lbe-certification>.

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 Agency Resolution 168-2001, as such policies may be amended from time to time (See Minimum Compensation Policy and Health Care Accountability Policy included as Attachment G and Attachment H hereto). Such compliance includes providing all "Covered Employees," as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

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/  
Successor Agency to the San Francisco Redevelopment Agency  
One South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103  
Attention: Executive Director

If to Contractor:              Sharon Korotkin  
Korotkin Associates  
21 Patterson Street

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 Agency holiday shall be extended to the next Agency 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 “Agency” is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that OCII shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where Agency 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 Jasmine Kuo, OCII representative's phone number is (415) 749-2422. The initial Contractor-designated representative for this Contract is Sharon Korotkin, the Contractor's designated representative's phone number is 415-282-6808.

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

KOROTKIN ASSOCIATES, a California Corporation

By: \_\_\_\_\_  
Sharon Korotkin  
President

SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY OF THE CITY AND COUNTY OF  
SAN FRANCISCO, a public body established and  
existing under state law

By: \_\_\_\_\_  
Thor Kaslofsky  
Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James B. Morales  
OCII General Counsel

Authorized by Resolution No. \_\_\_\_\_, adopted February \_\_, 2025.

## ATTACHMENTS

- Attachment A: Facilities
- Attachment B: Scope of Services
- Attachment C: Contract Budget
- Attachment D: Labor Standards
- Attachment E: Nondiscrimination in Contracts and Benefits Form
- Attachment F: Small Business Enterprise Agreement
- Attachment G: Minimum Compensation Policy Declaration
- Attachment H: Health Care Accountability Policy Declaration