



101-0042025-002

Agenda Items **Nos. 5(c) through 5(e)**  
Meeting of May 6, 2025

## MEMORANDUM

**TO:** Community Investment and Infrastructure Commissioners

**FROM:** Thor Kaslofsky, Executive Director

**SUBJECT:** Authorizing a Personal Services Contract with KNN Public Finance, LLC, in an amount not to exceed \$163,100, for financial advisory services in connection with the proposed issuance of tax allocation revenue bonds

Authorizing a Legal Services Contract with Anzel Galvan LLP, in an amount not to exceed \$212,000, for Bond Counsel services in connection with the proposed issuance of tax allocation revenue bonds

Authorizing a Legal Services Contract with the Law Offices of Alexis S. M. Chiu, in an amount not to exceed \$150,200, for Disclosure Counsel services in connection with the proposed issuance of tax allocation revenue bonds

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## EXECUTIVE SUMMARY

The Office of Community Investment and Infrastructure (“OCII”) plans to issue bonds to finance infrastructure in the Transbay Project Area (“Transbay”), and affordable housing projects in the Mission Bay and Candlestick Point portion of the Bayview Hunters Point Project Areas. The first step in proceeding with these bond issuances is to hire a financing team to assist OCII with the financing process.

OCII will issue third lien tax allocation bonds to fund approximately \$100 million of affordable housing projects (“2025C Affordable Housing Bonds”) and \$60 million of infrastructure in Transbay (“2025D&E Transbay Infrastructure Bonds”, and together with the 2025C Affordable Housing Bonds, the “2025CDE Bonds”). The 2025C Affordable Housing Bonds are anticipated to fund predevelopment and gap funding for Mission Bay South Block 4 East A and Candlestick Point Block 11A. The 2025D&E Transbay Infrastructure Bonds are anticipated to fund Under Ramp Park, Transbay Block 3 Phase 1, and Transbay Block 3 Phase 2 (Park).

An OCII bond financing team typically consists of a Financial Advisor, Bond Counsel, Disclosure Counsel, and Fiscal Consultant (“Financing Team”). The services of a Fiscal Consultant who specializes in property tax projections will be obtained through a future procurement.

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

1. KNN Public Finance, LLC (“KNN”), Financial Advisor
  - KNN is recommended as Financial Advisor from the City Panel for Financial Advisors for the 2025C Affordable Housing Bonds and 2025D&E Transbay Infrastructure Bonds, for a Contract not to exceed \$163,100.
2. Law Offices of Alexis S. M. Chiu (“Alex Chiu”), Disclosure Counsel
  - OCII recommends Alex Chiu from the City Panel for Disclosure Counsel for the 2025C Affordable Housing Bonds and 2025D&E Transbay Infrastructure Bonds, for a Contract not to exceed \$150,200.
3. Anzel Galvan LLP (“Anzel Galvan”), Bond Counsel
  - OCII recommends Anzel Galvan as Bond Counsel for the 2025C Affordable Housing Bonds and 2025D&E Transbay Infrastructure Bonds, for a Contract not to exceed \$212,000.
  - Anzel Galvan is a small law firm recently formed by Juan Galvan and Josh Anzel, two attorneys formerly associated with Jones Hall, OCII’s long-standing Bond Counsel. Juan Galvan, as a member of Jones Hall, was lead counsel for many of OCII’s previous bond transactions and worked with OCII on recent state legislation expanding OCII’s bonding authority for affordable housing.
  - Anzel Galvan has gained specific information and experience about OCII’s bond transactions, knowledge of OCII’s debt portfolio and its affordable housing program that make the firm uniquely qualified to provide the requested bond transaction services.

*Staff recommends authorization of personal service contracts (“Contracts”) with 1) KNN for financial advisory services in an amount not to exceed \$163,100, with 2) Anzel Galvan for Bond Counsel services in an amount not to exceed \$212,000, and with 3) Alex Chiu for Disclosure Counsel services in an amount not to exceed \$150,200.*

## DISCUSSION

In late 2025, OCII plans to issue tax allocation bonds secured from incremental property tax revenues generated from certain former and current redevelopment project areas. Issuance of the bonds requires approval of the Commission, the Oversight Board, and the California Department of Finance (“DOF”). The approximately \$160 million in proceeds of these bonds will be used to fund affordable housing in Mission Bay and Candlestick Point area of the Bayview Hunters Point Project Areas (\$100 million) and to fund infrastructure in the Transbay Project Area (\$60 million).

**Financing Process**

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

- 1. *Financial Advisor:* Is a specialist in public finance and advises OCII on the structure of the bond transaction, ensuring that OCII issues bonds at the least possible cost with the lowest possible risk. Both Dissolution Law and SEC Rule 15 require that OCII hire a Financial Advisor when issuing bonds.
- 2. *Bond Counsel:* Is responsible for drafting the bond documents, which are contracts between OCII, the investors, and the financial institutions involved in the bond issuance, ensuring the bond issuance is consistent with public finance and Dissolution Law, and providing legal opinions on those matters.
- 3. *Disclosure Counsel:* is responsible for drafting the official statement, which is a summary of the terms of the bond issuance and presents investors with the relevant financial, project, and risk information.
- 4. *Fiscal Consultant:* has specialized knowledge of the revenue base supporting the bonds and provides a revenue analysis that determines OCII’s bonding capacity, which is the amount of bonds OCII has sufficient revenue to issue.

This memorandum describes the solicitation process and relevant contract terms for each member of the proposed Financing Team described below.

**Table 1: Proposed Financing Teams**

Role	2025C Affordable Housing Bonds and 2025D&E Transbay Infrastructure Bonds
Financial Advisor	KNN
Bond Counsel	Anzel Galvan
Disclosure Counsel	Alex Chiu
Fiscal Consultant	TBD

**Solicitation Process**

In the case of the proposed Financing Team, OCII issued a Request for Proposals (“RFP”), to firms including those on the respective City Panels for Financial Advisor and Bond Counsel. See the below summary of firms selected to be on the Financing Team.

OCII’s procurement process for the Financing Team included a number of City Panels, each of which establishes a qualified pool of contractors using the City’s competitive selection process. In the case of the proposed Financing Team, OCII issued RFPs to firms including those in the respective City Panels for Financial Advisor, Bond Counsel, and Disclosure Counsel. In an RFP process, the issuer describes a scope of services and applicants respond with a proposal that demonstrates their ability to provide the service. A team of reviewers with subject matter expertise scores the proposals. The table below describes the selection process for each member of the proposed Financing Team.

**Table 2: Selection Process for Proposed Financing Team**

<b>Consultant</b>	<b>Role</b>	<b>Issuance</b>	<b>Applicable Panel Establishment Date</b>	<b>Justification</b>
KNN	Financial Advisor	2025C Affordable Housing Bonds and 2025D&E Transbay Infrastructure Bonds	City Panel March 21, 2024	Knowledge of OCII Portfolio Staff Depth Post-Dissolution Experience
Anzel Galvan	Bond Counsel	2025C Affordable Housing Bonds and 2025D&E Transbay Infrastructure Bonds	N/A	Post-Dissolution Experience Knowledge of OCII Portfolio
Alex Chiu	Disclosure Counsel	2025C Affordable Housing Bonds and 2025D&E Transbay Infrastructure Bonds	City Panel October 25, 2019	Post-Dissolution Experience Knowledge of OCII Portfolio
TBD	Fiscal Consultant	TBD	City Panel March 1, 2022	TBD

**Scope of Services**

As described above, each member of the proposed Financing Team provides specialized knowledge and skills that will support the proposed bond issuance. The Financial Advisor advises the agency on the structure of the bond transaction. Bond Counsel drafts the bond documents. Disclosure Counsel drafts the preliminary and official statements. The Fiscal Consultant prepares a tax increment revenue analysis. The table below describes these scopes of services in greater detail.

**Table 3: Proposed Scope of Service**

<b>Contractor</b>	<b>Role</b>	<b>Scope of Service</b>
KNN	Financial Advisor	Financial modeling, advising on structure, ensuring fair and competitive pricing, preparing of post-sale analysis
Anzel Galvan	Bond Counsel	Drafting bond indenture, drafting bond resolutions, determining and opining on legal compliance of bond issuance
Alex Chiu	Disclosure Counsel	Drafting the preliminary and final official statement, ensuring credit and risk disclosures are complete and accurate
TBD	Fiscal Consultant	Analyzing tax base, presenting pledged revenue history for the official statement, and writing Fiscal Consultant's Report to describe legal framework and historic data for revenue source.

### **Proposed Contract Terms**

OCII has negotiated the terms of each Contract with the members of the proposed Financing Team. The terms of these Contracts are summarized below. All Contract fee amounts are based on a flat fee negotiated based on the size and complexity of the proposed bond issuance. All proposed Contracts expire upon the closing of the bonds. Contract terms are summarized in Table 4 and a fee summary is below.

As is typical in the industry, payment of the Financial Advisor, Bond Counsel, and Disclosure Counsel fees are contingent on the closing of the bonds and will be paid from proceeds of the bond issuance. The Fiscal Consultant fees are not contingent on closing. If the planned issuance occurs, the Fiscal Consultant fees will be paid from the proceeds of the bond issuance. If the planned issuance does not occur, OCII will pay Fiscal Consult fees for the tax allocation bonds with OCII operating funds.

**Table 4: Proposed Contract Terms**

<b>Consultant</b>	<b>Role</b>	<b>Contract Not-To- Exceed Amount</b>	<b>Funding Source</b>	<b>Contingent on Bond Closing</b>	<b>Term</b>
KNN	Tax Allocation Bond Financial Advisor	\$163,100	Bond Proceeds	Yes	Closing of the Bonds
Anzel Galvan	Tax Allocation Bond Counsel	\$212,000	Bond Proceeds	Yes	Closing of the Bonds
Alex Chiu	Tax Allocation Bond Disclosure Counsel	\$150,200	Bond Proceeds	Yes	Closing of the Bonds
TBD	Fiscal Consultant	TBD	Bond Proceeds / OCII Operating Funds	No	Closing of the Bonds

### **Enabling Law**

Redevelopment Dissolution Law generally limits the authority of successor agencies to issue new bonds to projects with an enforceable obligation requiring the issuance of bonds and with an irrevocable pledge of property tax revenues securing those bonds. Health & Safety Code § 34177.5. In 2015, however, the state legislature adopted special legislation for San Francisco expanding OCII's bonding authority: Senate Bill No. 107 (stats. 2015, ch. 325, §§ 9 & 27) (codified at Health & Safety Code § 34177.7). SB 107 authorizes OCII to issue bonds to fund the construction of infrastructure in the Transbay project area and affordable housing under the Transbay, Mission Bay, and Candlestick Point-Hunters Point Shipyard enforceable obligations. SB 107 requires OCII to receive the approval of the

Oversight Board and DOF to issue bonds. OCII has previously issued bonds under this authority for affordable housing and Transbay infrastructure in 2017, 2021, and 2023.

**California Environmental Quality Act**

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

**NEXT STEPS**

Once the Financing Team is under contract, and the necessary analysis and modeling has been completed, staff will bring the 2025CDE Bonds to the Commission and the Oversight Board for consideration sometime in mid-2025. Subject to those approvals, the required information will be submitted to DOF for review. Subject to DOF approval, OCII will prepare bond documents for the 2025CDE Bonds, including the preliminary official statement, for Commission for approval. This action will authorize staff to proceed with the bond issuance. It is expected that the bonds will be sold and funds will be available in late 2025. Subject to DOF approval, OCII will place debt service for the 2025CDE Bonds on the 26-27 ROPS. An overall schedule and sequence of steps, documents, and approximate timing is presented in the table below:

Dates 2025		Item
Tue.	May 6	<b>COMMISSION- Approval of Financial Advisor and Bond Counsel contracts</b>
week of	May 19	-First draft of bond Indenture and Resolution circulated
Tue.	Aug 5	<b>COMMISSION- Approval of bond documents</b>
	<b>TBD</b>	<b>OVERSIGHT BOARD- Approval of bond documents <i>(to be scheduled)</i></b>
week of	Aug 18	-Submit bond packet to Department of Finance (starts 65-day review clock)
week of	Sep 1	-1st draft of Fiscal Consultant Report (“FCR”) circulated
week of	Sep 8	-1st draft of Preliminary Official Statement (“POS”), containing FCR
week of	Oct 27	<b>End of 65-day deadline for DOF approval of bond issuance</b>
Tue.	Nov 18	<b>COMMISSION- Approval of POS</b>
week of	Nov 24	-Post POS for bond investors
week of	Dec 8	-2025CDE Bonds sale
week of	Dec 22	<b>-2025CDE Bonds closing, receive funds</b>

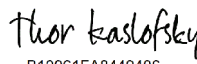
**RECOMMENDATION**

Issuing the 2025CDE Bonds is a critical and necessary step to fund affordable housing and infrastructure for enforceable obligations. To facilitate the planned bond issuances, OCII recommends authorization of Contracts with KNN for financial advisory services in an amount not to exceed \$163,100, with Anzel Galvan for Bond Counsel services in an amount not to exceed \$212,000, and with Alex Chiu for Disclosure Counsel services in an amount not to exceed \$150,200.

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Thor Kaslofsky  
Executive Director

Attachment 1: Personal Services Contract with KNN Public Finance, LLC

Attachment 2: Legal Services Contract with Anzel Galvan LLP

Attachment 3: Legal Services Contract with the Law Offices of Alexis S. M. Chiu

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

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT (“**Contract**”) is entered into as of \_\_\_\_\_, 2025 (the “**Effective Date**”) by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the “**Successor Agency**” or “**OCII**”), and KNN Public Finance, LLC, a California Limited Liability Company (“**Contractor**”).

RECITALS

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

A. The Redevelopment Dissolution Law, as amended by Senate Bill No. 107 (stats. 2015, chapter 3251), codified at Cal. Health & Safety Code Section 34177.7(a)(1)(A), (“SB 107”) authorizes, with approval of its Oversight Board and the California Department of Finance, the Office of Community Investment and Infrastructure (“OCII”) to finance infrastructure required under the Transbay Redevelopment Project Implementation Agreement.

B. SB 107 also authorizes, with approval of its Oversight Board and the California Department of Finance, OCII’s issuance of bonds to fund the construction of affordable housing in Hunters Point Shipyard, Phase 2, Candlestick Point, Mission Bay North and Mission Bay South and Transbay.

C. Pursuant to OCII’s enforceable obligations, OCII intends to issue tax allocation bonds to fund Transbay infrastructure and affordable housing projects.

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

E. Selection of contractors must be in accordance with OCII’s Purchasing Policy, as last amended by the Redevelopment Agency of the City and County of San Francisco (“Former Agency”) on November 15, 2011 (the “Policy”).

F. Section IX. C. 5 of the OCII Purchasing Policy provides that the staff may select a contractor from a City and County of San Francisco (“City”) panel that was established using the City’s competitive selection process.



G. On March 21, 2024, pursuant to a competitive selection process, the City of San Francisco's Office of Public Finance established a panel of financial advisors to remain in effect for two years.

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

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

1. SCOPE OF SERVICES

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

2. TIME OF COMPLETION

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

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is One Hundred Sixty-Three Thousand One Hundred Dollars (\$163,100), which is contingent upon the closing of the bond sale(s). Compensation is based upon the **Scope of Services Attachment A** and **Attachment B, "Budget,"** and as provided in this Section 3. All expenses of Contractor are intended to be covered by the compensation paid to Contractor pursuant to the Contract, and no additional expenses of Contractor shall be reimbursed separately.

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

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. OCII will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

D. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of OCII which exists solely for the benefit of OCII employees during the Contract Term.

4. NO PERSONAL LIABILITY

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

5. ASSIGNMENT OF CONTRACT

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

6. NON-FEDERAL LABOR STANDARDS

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

7. INDEMNIFICATION

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

8. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of OCII. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work

hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

9. INSURANCE

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

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

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

(2) Insurance Services Office Automobile Liability coverage, code 8 & 9 (hired and non-hired autos).

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

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

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

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

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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

(1) The "Office of Community Investment and Infrastructure, Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco, and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: 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 (except with regard to worker's compensation professional liability).

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

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

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

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

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

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

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

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

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

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

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

## 10. RECORDS, REPORTS AND AUDITS

### A. Records

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

(2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

### B. Reports and Information

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

### C. Audits and Inspections

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

### 11. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of OCII who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for two years thereafter. The term "Contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this Section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Section.

### 12. CONTRACTOR'S DUTY OF LOYALTY

Contractor, for itself and subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

### 13. LIMITATIONS ON CONTRIBUTIONS

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

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

#### 14. CONFIDENTIALITY/PROPERTY OF OCII

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

#### 15. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by nonemployees of such agency exceeds \$5,000.00, 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.

## 16. NONDISCRIMINATION AND EQUAL BENEFITS

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

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

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

D. Contractor agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of OCII's Nondiscrimination in Contracts Policy, adopted by Former Agency Resolution No. 175-97, as such Policy may be amended from time to time. The City and County of San Francisco has certified Contractor as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See supplier no. 16841 on the City's FSP System. Accordingly, OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

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

## 17. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises ("SBE") Program that was adopted by Former Agency Resolution No. 43-2015 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an OCII Project Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs (see **Attachment D** "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/get-certified-lbe> and State of California Small Business Enterprises certification at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII's SBE Program.

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

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of OCII's Minimum Compensation Policy and Health Care Accountability Policy (the "Policies"), adopted by Former Agency Resolution 168-2001, as such policies may be amended from time to time (See Attachment E "Minimum Compensation Policy" 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 to such employees or to make payments to the City and County of San Francisco's Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco's Director of Health.

19. TERMINATION

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

20. MISCELLANEOUS PROVISIONS

A. Notices

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

If to OCII: Office of Community Investment and Infrastructure  
One South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103  
Attention: Nick Jones  
Email: [nicholas.jones@sfgov.org](mailto:nicholas.jones@sfgov.org)

If to Contractor: KNN Public Finance  
2054 University Avenue, Suite 300  
Berkeley, CA 94704  
Attention: Melissa Shick  
Email: [mshick@knninc.com](mailto:mshick@knninc.com)

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

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.
- (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or OCII holiday shall be extended to the next OCII working day.

C. Successors and Assigns

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

D. Modification, Waiver and Amendment

Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both OCII and Contractor.

E. Entire Contract

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

agreements and understandings between Contractor and OCII with respect to the subject matter hereof.

F. Severability

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

G. Governing Law

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

H. Headings

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

I. Attorneys' Fees

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

J. Authority

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

K. Designated Representative

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

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

Authorized by Resolution No. \_\_-2025

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

KNN PUBLIC FINANCE, LLC, a California Limited  
Liability Company

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

By: \_\_\_\_\_  
Melissa Shick  
Director

Effective Date:  
\_\_\_\_\_

Federal Tax Identification No. 81-09588321

## ATTACHMENTS

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

## **ATTACHMENT A: SCOPE OF SERVICES**

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

Bond Financings Under this Scope: 2025 and 2026 Taxable and Tax-Exempt Third Lien Tax Allocation Revenue Bonds (Affordable Housing Projects, Transbay Infrastructure Projects).

Approximately ~~\$1~~ \$85 million in tax allocation bonds to fund Transbay infrastructure and affordable housing projects, issued via one or more transactions. The final size of the bond issuance(s) may change prior to the time of sale.

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

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

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

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

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

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

## **ATTACHMENT B: BUDGET**

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

Contractor shall be compensated as follows:

<b>Issuance</b>	<b>Maximum Fee</b>	<b>Maximum Expenses</b>	<b>Maximum Total Fee</b>
2025 3 <sup>rd</sup> Lien Tax Allocation Bonds	\$80,000	\$1,550	\$81,550
Additional Issuance of 3 <sup>rd</sup> Lien Tax Allocation Bonds	\$80,000	\$1,550	\$81,550
<b>Contract Maximum</b>			<b>\$163,100</b>

Contractor will be compensated on a transaction basis contingent upon the closing of the bond sale(s). The maximum amount payable for services will be \$163,100.



**LEGAL SERVICES CONTRACT SUMMARY  
(BOND COUNSEL)**

**Preamble**

NAME OF COUNSEL’S LAW FIRM: ANZEL GALVAN LLP

LEAD ATTORNEY: JUAN GALVAN

Address: 595 Pacific Avenue, 4<sup>th</sup> Floor, San Francisco, CA 94133

Telephone: 415-848-9165

Cell Telephone: N/A

Facsimile: N/A

Effective Date of Contract: \_\_\_\_\_, 2025

Title of Financings: Successor to the Redevelopment Agency of the City and County of San Francisco 2025 and 2026 Taxable and Tax-Exempt Third Lien Tax Allocation Revenue Bonds (Affordable Housing Projects, Transbay Infrastructure Projects).

Scope of Services: Bond Counsel Services

Contract Not to Exceed Amount: \$212,000 (SB 107 Bonds)

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OCII REPRESENTATIVE: Nicholas Jones / James B. Morales

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

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

This LEGAL SERVICES CONTRACT ("Contract") by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, commonly known as the Office of Community Investment and Infrastructure ("OCII" or the "Agency"), and ANZEL GALVAN LLP ("Counsel") is entered into as of the Effective Date (defined below).

Recitals

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

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

WHEREAS, Selection of contractors must be in accordance with OCII's Purchasing Policy, as last amended by the Former Agency on November 15, 2011; and

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

WHEREAS, The City Attorney's Office has established a panel of qualified bond and disclosure counsel that remains in effect; and

WHEREAS, OCII solicited and reviewed proposals from a group of attorneys, some of whom were on the City's panel or others of whom were known to be highly qualified to provide the scope of services based on relevant experience in bond transactions, knowledge of OCII debt portfolio, experience with other successor agencies, and cost of services; and

WHEREAS, Counsel's lead attorney has until recently worked at Jones Hall (a firm listed on the City's panel), served as OCII's bond counsel in numerous transactions, and is ready, willing and able to provide the legal services contemplated by this Contract; and

WHEREAS, This Contract creates an on-going attorney-client relationship between Counsel and the OCII; and

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

## 1. DEFINITIONS

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

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

**“Bonds”** means one or more series of bonds pursuant to the authority under SB 107, which bonds have been preliminarily designated as the 2025 and 2026 Third Lien Tax Allocation Revenue Bonds (Affordable Housing Projects, Transbay Infrastructure Projects), on a federally taxable or tax-exempt basis, or as may otherwise be designated by Counsel in consultation with the OCII Representative.

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

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

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

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

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

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

**“Financing”** means the sale and issuance of the Bonds.

**“OCII”** means “Agency” as defined in this section.

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

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

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

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

## 2. CONTRACT SERVICES AND PERSONNEL

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

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

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

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

### 2.3. BOND SERVICES.

(a) Participation in the Financing. Counsel shall cooperate with the OCII's staff, financial consultants, underwriters and other Financing team participants in planning the structure and terms of the Financing, review the Official Statement and other written disclosures relating to the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law, if applicable, and securities law provisions applicable to the Bonds, as to completeness and accuracy, and perform other services customarily performed by bond counsel in connection with similar financings. Counsel shall also attend or otherwise participate in working group meetings and telephone conferences of those involved in the Financing, and such other meetings as the OCII may determine necessary or appropriate. Counsel shall respond to questions during public hearings related to the Financing before the OCII Commission and Oversight Board and during review by the California Department of Finance.

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

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

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

2.4.1 Bond Counsel Services

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

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

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

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

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

(3) OCII Representative Opinion. In cooperation with the OCII Representative, Counsel will draft an opinion for execution by the OCII Representative or designee, substantially to the effect that, based upon the participation of the OCII Representative or designee in the transaction and except for any financial, engineering or statistical data or forecasts, numbers, estimates, charts, projections, assumptions or expressions of opinion: (a) no information came to the attention of the OCII Representative or designee that caused the OCII Representative or designee to believe that, as of the date of the Official Statement and as of the date of the closing of the Bonds, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which it was made, the Official Statement is not misleading in any material respect; and (b) the sale of the Bonds and delivery of the Official Statement have been duly authorized and approved by the OCII.

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

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

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

2.5.2 The preparation or contents of the official statement(s) for the Bonds;

2.5.3 Ensuring compliance with any state blue sky laws;

2.5.4 Providing any financial advice or analysis; or

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

### **3. TERM**

The term of this Contract shall begin on the Effective Date. Counsel's engagement as bond counsel to the OCII with respect to each series of Bonds shall end upon the issuance and delivery of such series of Bonds, unless terminated earlier by either party as provided in this Contract or extended at the discretion of the Executive Director, provided, however, that the insurance and indemnity provisions in this Contract shall continue to remain in effect according to their terms.

#### **4. EFFECTIVE DATE**

Subject to full execution hereof, this Contract shall be deemed effective as of the date on which this Contract was executed by the Executive Director ("Effective Date").

#### **5. COMPENSATION AND BILLING RATES**

5.1 FEES FOR BOND SERVICES; PAYMENT CONTINGENT ON SUCCESSFUL COMPLETION OF FINANCING. As full recompense for all of the Bond Services rendered by Counsel under this Contract, the OCII shall pay to Counsel the Compensation set forth in the Fee Schedule attached hereto as Exhibit A, subject to the terms and conditions hereof. The attached Fee Schedule may be amended from time to time, with the written approval of the parties hereto. The Fee Schedule sets forth a breakdown of the fees and reimbursable amounts payable hereunder, and the guaranteed maximum cost of this Contract to the OCII. Notwithstanding anything to the contrary herein, the Compensation of Counsel with respect to each series of Bonds is contingent upon the successful sale and issuance of such series of Bonds and upon the OCII Representative's reasonable determination that the Bond Services with respect to such series of Bonds have been satisfactorily rendered in accordance with this Contract. Compensation shall be payable within a reasonable time after the submission of the invoices and closing the Financing. The compensation is not set by law but is negotiable between Counsel and the OCII.

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

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

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

#### **6. METHOD OF PAYMENT FOR BOND SERVICE FEES**

6.1 INVOICES. As a condition to payment of any Compensation for Bond Services for each series of Bonds, Counsel must furnish an invoice prior to the closing of such series in a form reasonably acceptable to the OCII Representative identifying in reasonable detail the work performed together with such additional supporting information as the OCII Representative may reasonably require. OCII Representative shall review and approve invoices forthwith to permit payment. Compensation shall be payable within a reasonable time after the submission of the invoices and closing the Financing

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

## **7. TERMS FOR PAYMENT OF FEES**

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

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

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

## **8. INSURANCE**

### **8.1 COVERAGE.**

A. Counsel must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Counsel, its agents, representatives, employees or subcontractors.

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.



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

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

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

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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

(1) The "Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure) and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Counsel; and liability arising out of work or operations performed by or on behalf of the Counsel.

(2) For any claims related to this Contract, Counsel's insurance coverage must be primary insurance as respects to the OCII, the City and County of San Francisco and their respective commissioners, members,

officers, agents, and employees. Any insurance or self-insurance maintained by the OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Counsel's insurance and shall not contribute with it.

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

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

(5) Counsel hereby grants to the OCII a waiver of any right to subrogation which any insurer of said Counsel may acquire against the OCII by virtue of the payment of any loss under such insurance. Counsel agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OCII has received a waiver of subrogation endorsement from the insurer.

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Counsel must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

G. Verification of Coverage. Counsel must furnish the OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the OCII. The OCII reserves the right to

require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

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

## **9. [RESERVED]**

## **10. TERMINATION**

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

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

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

## **11. INDEMNIFICATION**

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

(b) Promptly after receipt by an Indemnified Party of written notice of the filing of any Claim or the commencement of any action on any Claim, the Indemnified Party shall, if a

claim in respect thereof is to be made against Counsel under this Section 11, notify Counsel in writing of the filing or commencement thereof; but the omission to so notify Counsel shall not relieve Counsel from any liability which it may have to such Indemnified Party otherwise than under this Section 11. In case any such claim or action shall be brought against an Indemnified Party and the Indemnified Party shall notify Counsel of the filing or commencement thereof, Counsel shall be entitled to participate therein and, to the extent that it wishes in its sole discretion, to assume the defense thereof, with counsel reasonably acceptable to the Indemnified Party, and to pay the costs or expenses incurred, including attorneys' fees.

## **12. CONFLICTS OF INTEREST**

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

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

## **13. COUNSEL'S DUTY OF LOYALTY**

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

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

Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115.”

#### **14. LIMITATIONS ON CONTRIBUTIONS**

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

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

#### **15. NOTICES**

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

If to the OCII: Office of Community Investment and Infrastructure,  
Successor Agency to the Redevelopment Agency of the City and  
County of San Francisco  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Attention: Nick Jones, Debt Manager; James B. Morales,  
General Counsel and Deputy Director

If to Counsel: At the address set forth on the Contract Summary.

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

## **16. NO PERSONAL LIABILITY**

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

## **17. ASSIGNMENT OF CONTRACT**

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

## **18. NON-FEDERAL LABOR STANDARDS**

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

## **19. INDEPENDENT CONTRACTOR**

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

## **20. RECORDS, REPORTS AND AUDITS**

### **20.1 SUPPLEMENTAL RECORDS. N/A**

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

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

## **21. CONFIDENTIALITY**

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

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

## **22. NONDISCRIMINATION AND EQUAL BENEFITS**

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

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

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

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

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

22.6 The City and County of San Francisco has certified Anzel Galvan LLP as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See the City's FSP System. Accordingly, the OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

## **23. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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



## **25. CO-COUNSEL PROVISION**

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

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

## **26. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM**

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

## **27. MISCELLANEOUS PROVISIONS**

### **27.1 TIME OF PERFORMANCE**

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

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

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

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

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

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

27.5 SEVERABILITY. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

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

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

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

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

27.10 EXHIBITS. This Contract includes the following Exhibits:

Exhibit A: Fee Schedule

Exhibit B: Intentionally Omitted

Exhibit C: Agency Resolution No. 168-2001: Minimum Compensation Policy (Attachment 1) and Health Care Accountability Policy (Attachment 2)

Exhibit D: Small Business Enterprise Agreement

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

**OCII:**

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

By: \_\_\_\_\_  
Thurston Kaslofsky, Executive Director

Date: \_\_\_\_\_

**COUNSEL:**

ANZEL GALVAN LLP

By: \_\_\_\_\_  
Juan Galvan  
Its: Partner

Dated: \_\_\_\_\_

## Exhibit A

### Fee Schedule

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

Issuance	Up to \$105M	\$105.1M- \$180M	\$180.1M- \$200M	Maximum Expenses	Maximum Total Fee
<b>Bond Counsel Services</b>					
2025 3 <sup>rd</sup> Lien Tax Allocation Bonds (per transaction)	\$70,000	\$95,000	\$105,000	\$1,000	\$106,000
Additional Issuance of 3 <sup>rd</sup> Lien Tax Allocation Bonds	\$70,000	\$95,000	\$105,000	\$1,000	\$106,000
<b>Contract Maximum</b>					<b>\$212,000</b>

All amounts under this contract are payable solely from the proceeds of the Bonds and are contingent upon Bond closing. The maximum for services related to SB 107 bonds shall be \$212,000.

**LEGAL SERVICES CONTRACT SUMMARY  
(BOND COUNSEL)**

**Preamble**

NAME OF COUNSEL’S LAW FIRM: ANZEL GALVAN LLP

LEAD ATTORNEY: JUAN GALVAN

Address: 595 Pacific Avenue, 4<sup>th</sup> Floor, San Francisco, CA 94133

Telephone: 415-848-9165

Cell Telephone: N/A

Facsimile: N/A

Effective Date of Contract: \_\_\_\_\_, 2025

Title of Financings: Successor to the Redevelopment Agency of the City and County of San Francisco 2025 and 2026 Taxable and Tax-Exempt Third Lien Tax Allocation Revenue Bonds (Affordable Housing Projects, Transbay Infrastructure Projects).

Scope of Services: Bond Counsel Services

Contract Not to Exceed Amount: \$212,000 (SB 107 Bonds)

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OCII REPRESENTATIVE: Nicholas Jones / James B. Morales

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

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

This LEGAL SERVICES CONTRACT ("Contract") by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, commonly known as the Office of Community Investment and Infrastructure ("OCII" or the "Agency"), and ANZEL GALVAN LLP ("Counsel") is entered into as of the Effective Date (defined below).

Recitals

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

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

WHEREAS, Selection of contractors must be in accordance with OCII's Purchasing Policy, as last amended by the Former Agency on November 15, 2011; and

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

WHEREAS, The City Attorney's Office has established a panel of qualified bond and disclosure counsel that remains in effect; and

WHEREAS, OCII solicited and reviewed proposals from a group of attorneys, some of whom were on the City's panel or others of whom were known to be highly qualified to provide the scope of services based on relevant experience in bond transactions, knowledge of OCII debt portfolio, experience with other successor agencies, and cost of services; and

WHEREAS, Counsel's lead attorney has until recently worked at Jones Hall (a firm listed on the City's panel), served as OCII's bond counsel in numerous transactions, and is ready, willing and able to provide the legal services contemplated by this Contract; and

WHEREAS, This Contract creates an on-going attorney-client relationship between Counsel and the OCII; and

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

## 1. DEFINITIONS

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

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

**“Bonds”** means one or more series of bonds pursuant to the authority under SB 107, which bonds have been preliminarily designated as the 2025 and 2026 Third Lien Tax Allocation Revenue Bonds (Affordable Housing Projects, Transbay Infrastructure Projects), on a federally taxable or tax-exempt basis, or as may otherwise be designated by Counsel in consultation with the OCII Representative.

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

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

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

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

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

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

**“Financing”** means the sale and issuance of the Bonds.

**“OCII”** means “Agency” as defined in this section.

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

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

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

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

## 2. CONTRACT SERVICES AND PERSONNEL

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

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

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

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

### 2.3. BOND SERVICES.

(a) Participation in the Financing. Counsel shall cooperate with the OCII's staff, financial consultants, underwriters and other Financing team participants in planning the structure and terms of the Financing, review the Official Statement and other written disclosures relating to the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law, if applicable, and securities law provisions applicable to the Bonds, as to completeness and accuracy, and perform other services customarily performed by bond counsel in connection with similar financings. Counsel shall also attend or otherwise participate in working group meetings and telephone conferences of those involved in the Financing, and such other meetings as the OCII may determine necessary or appropriate. Counsel shall respond to questions during public hearings related to the Financing before the OCII Commission and Oversight Board and during review by the California Department of Finance.

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



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

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

2.4.1 Bond Counsel Services

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

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

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

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

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

(3) OCII Representative Opinion. In cooperation with the OCII Representative, Counsel will draft an opinion for execution by the OCII Representative or designee, substantially to the effect that, based upon the participation of the OCII Representative or designee in the transaction and except for any financial, engineering or statistical data or forecasts, numbers, estimates, charts, projections, assumptions or expressions of opinion: (a) no information came to the attention of the OCII Representative or designee that caused the OCII Representative or designee to believe that, as of the date of the Official Statement and as of the date of the closing of the Bonds, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which it was made, the Official Statement is not misleading in any material respect; and (b) the sale of the Bonds and delivery of the Official Statement have been duly authorized and approved by the OCII.

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

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

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

2.5.2 The preparation or contents of the official statement(s) for the Bonds;

2.5.3 Ensuring compliance with any state blue sky laws;

2.5.4 Providing any financial advice or analysis; or

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

### **3. TERM**

The term of this Contract shall begin on the Effective Date. Counsel's engagement as bond counsel to the OCII with respect to each series of Bonds shall end upon the issuance and delivery of such series of Bonds, unless terminated earlier by either party as provided in this Contract or extended at the discretion of the Executive Director, provided, however, that the insurance and indemnity provisions in this Contract shall continue to remain in effect according to their terms.

#### **4. EFFECTIVE DATE**

Subject to full execution hereof, this Contract shall be deemed effective as of the date on which this Contract was executed by the Executive Director ("Effective Date").

#### **5. COMPENSATION AND BILLING RATES**

5.1 FEES FOR BOND SERVICES; PAYMENT CONTINGENT ON SUCCESSFUL COMPLETION OF FINANCING. As full recompense for all of the Bond Services rendered by Counsel under this Contract, the OCII shall pay to Counsel the Compensation set forth in the Fee Schedule attached hereto as Exhibit A, subject to the terms and conditions hereof. The attached Fee Schedule may be amended from time to time, with the written approval of the parties hereto. The Fee Schedule sets forth a breakdown of the fees and reimbursable amounts payable hereunder, and the guaranteed maximum cost of this Contract to the OCII. Notwithstanding anything to the contrary herein, the Compensation of Counsel with respect to each series of Bonds is contingent upon the successful sale and issuance of such series of Bonds and upon the OCII Representative's reasonable determination that the Bond Services with respect to such series of Bonds have been satisfactorily rendered in accordance with this Contract. Compensation shall be payable within a reasonable time after the submission of the invoices and closing the Financing. The compensation is not set by law but is negotiable between Counsel and the OCII.

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

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

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

#### **6. METHOD OF PAYMENT FOR BOND SERVICE FEES**

6.1 INVOICES. As a condition to payment of any Compensation for Bond Services for each series of Bonds, Counsel must furnish an invoice prior to the closing of such series in a form reasonably acceptable to the OCII Representative identifying in reasonable detail the work performed together with such additional supporting information as the OCII Representative may reasonably require. OCII Representative shall review and approve invoices forthwith to permit payment. Compensation shall be payable within a reasonable time after the submission of the invoices and closing the Financing

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

## **7. TERMS FOR PAYMENT OF FEES**

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

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

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

## **8. INSURANCE**

### **8.1 COVERAGE.**

A. Counsel must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Counsel, its agents, representatives, employees or subcontractors.

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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

(1) The "Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure) and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Counsel; and liability arising out of work or operations performed by or on behalf of the Counsel.

(2) For any claims related to this Contract, Counsel's insurance coverage must be primary insurance as respects to the OCII, the City and County of San Francisco and their respective commissioners, members,

officers, agents, and employees. Any insurance or self-insurance maintained by the OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Counsel's insurance and shall not contribute with it.

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

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

(5) Counsel hereby grants to the OCII a waiver of any right to subrogation which any insurer of said Counsel may acquire against the OCII by virtue of the payment of any loss under such insurance. Counsel agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OCII has received a waiver of subrogation endorsement from the insurer.

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Counsel must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

G. Verification of Coverage. Counsel must furnish the OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the OCII. The OCII reserves the right to



require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

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

## **9. [RESERVED]**

## **10. TERMINATION**

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

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

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

## **11. INDEMNIFICATION**

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

(b) Promptly after receipt by an Indemnified Party of written notice of the filing of any Claim or the commencement of any action on any Claim, the Indemnified Party shall, if a

claim in respect thereof is to be made against Counsel under this Section 11, notify Counsel in writing of the filing or commencement thereof; but the omission to so notify Counsel shall not relieve Counsel from any liability which it may have to such Indemnified Party otherwise than under this Section 11. In case any such claim or action shall be brought against an Indemnified Party and the Indemnified Party shall notify Counsel of the filing or commencement thereof, Counsel shall be entitled to participate therein and, to the extent that it wishes in its sole discretion, to assume the defense thereof, with counsel reasonably acceptable to the Indemnified Party, and to pay the costs or expenses incurred, including attorneys' fees.

## **12. CONFLICTS OF INTEREST**

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

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

## **13. COUNSEL'S DUTY OF LOYALTY**

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

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



Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115.”

#### **14. LIMITATIONS ON CONTRIBUTIONS**

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

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

#### **15. NOTICES**

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

If to the OCII: Office of Community Investment and Infrastructure,  
Successor Agency to the Redevelopment Agency of the City and  
County of San Francisco  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
Attention: Nick Jones, Debt Manager; James B. Morales,  
General Counsel and Deputy Director

If to Counsel: At the address set forth on the Contract Summary.

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

## **16. NO PERSONAL LIABILITY**

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

## **17. ASSIGNMENT OF CONTRACT**

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

## **18. NON-FEDERAL LABOR STANDARDS**

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

## **19. INDEPENDENT CONTRACTOR**

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

## **20. RECORDS, REPORTS AND AUDITS**

### **20.1 SUPPLEMENTAL RECORDS. N/A**

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

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

## **21. CONFIDENTIALITY**

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

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

## **22. NONDISCRIMINATION AND EQUAL BENEFITS**

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

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

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

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

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

22.6 The City and County of San Francisco has certified Anzel Galvan LLP as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See the City's FSP System. Accordingly, the OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

## **23. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

## **25. CO-COUNSEL PROVISION**

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

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

## **26. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM**

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

## **27. MISCELLANEOUS PROVISIONS**

### **27.1 TIME OF PERFORMANCE**

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

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

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

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

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

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

27.5 SEVERABILITY. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

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

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

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

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

27.10 EXHIBITS. This Contract includes the following Exhibits:

Exhibit A: Fee Schedule

Exhibit B: Intentionally Omitted

Exhibit C: Agency Resolution No. 168-2001: Minimum Compensation Policy (Attachment 1) and Health Care Accountability Policy (Attachment 2)

Exhibit D: Small Business Enterprise Agreement

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

**OCII:**

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

By: \_\_\_\_\_  
Thurston Kaslofsky, Executive Director

Date: \_\_\_\_\_

**COUNSEL:**

ANZEL GALVAN LLP

By: \_\_\_\_\_  
Juan Galvan  
Its: Partner

Dated: \_\_\_\_\_

## Exhibit A

### Fee Schedule

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

Issuance	Up to \$105M	\$105.1M- \$180M	\$180.1M- \$200M	Maximum Expenses	Maximum Total Fee
<b>Bond Counsel Services</b>					
2025 3 <sup>rd</sup> Lien Tax Allocation Bonds (per transaction)	\$70,000	\$95,000	\$105,000	\$1,000	\$106,000
Additional Issuance of 3 <sup>rd</sup> Lien Tax Allocation Bonds	\$70,000	\$95,000	\$105,000	\$1,000	\$106,000
<b>Contract Maximum</b>					<b>\$212,000</b>

All amounts under this contract are payable solely from the proceeds of the Bonds and are contingent upon Bond closing. The maximum for services related to SB 107 bonds shall be \$212,000.