

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 25-2021

**AUTHORIZING A FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT
WITH URBAN ANALYTICS, LLC FOR FISCAL CONSULTANT SERVICES TO
EXTEND THE TERM OF THE CONTRACT BY THREE YEARS TO DECEMBER 31,
2024 AND TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$85,000 FROM
\$82,500 TO \$167,500**

WHEREAS, In 2018, City's Office of Public Finance ("OPF") conducted a competitive solicitation process to form a panel of Fiscal and Tax Consultants. OPF selected Urban Analytics for this panel. Section IX.C.5 of OCII's Purchasing Policy authorizes OCII to select a contractor from a City panel that was established using a competitive selection process; and,

WHEREAS, On November 6, 2018, the Commission approved, by Resolution 41-2018, a Personal Services Contract with Urban Analytics, LLC to provide fiscal consultant services related to tax allocation bond secondary market annual disclosure reports and other bond-related property tax analysis in an amount not-to-exceed \$82,500 through December 31, 2021; and,

WHEREAS, Urban Analytics, is a certified Small Business Enterprise and Local Business Enterprise and is on the City panel for Fiscal and Tax Consultants that was re-established on March 1, 2020; and,

WHEREAS, Urban Analytics has performed satisfactorily under its existing contract and OCII wishes to amend the contract to extend the term of the contract and increase the not-to-exceed amount in order to procure additional property tax analysis services and to maintain continuity of reporting; and,

WHEREAS, Staff recommends amending the Personal Services Contract with Urban Analytics, LLC for fiscal consultant services to extend the term of the contract by three years to December 31, 2024 and increase the contract not-to-exceed amount by \$85,000 from \$82,500 to \$167,500; and,

WHEREAS, The increased contract value will fund three additional years of secondary market disclosure and annual review of the property tax roll to confirm the value and classification of the redevelopment parcels, as reflected in the amended Scope of Services; and

WHEREAS, Payments will be made from the Redevelopment Property Tax Trust Fund as a cost of bond administration, budgeted in OCII's Recognized Obligations Payment Schedule 21-22 in item 345; and,

WHEREAS, Authorization of the Contract with Urban Analytics, LLC is not a project, as defined by the California Environmental Quality Act ("CEQA") in CEQA Guidelines Section 15378(b)(5), because the action is an administrative activity of government that will not result in a direct or indirect physical change in the environment and is not subject to environmental review under CEQA; now, therefore, be it

RESOLVED, That the Executive Director of the Office of Community Investment and Infrastructure is authorized to execute the First Amendment to the Personal Services Contract with the Urban Analytics, LLC, substantially in the form attached to this Resolution, for fiscal consultant services to extend the term of the contract by three years to December 31, 2024 and increase the contract-not-to-exceed amount by \$85,000, from \$82,500 to \$167,500.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of July 20, 2021.

Commission Secretary

Exhibit 1: First Amendment to the Personal Services Contract with Urban Analytics, LLC

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

PERSONAL SERVICES CONTRACT

This FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH URBAN ANALYTICS, P.C., A CALIFORNIA LIMITED LIABILITY CORPORATION, FOR FISCAL CONSULTANT SERVICES (“Contract”) is entered into as of July 20, 2021 by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE /SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“OCII”), and Urban Analytics, LLC., a California Limited Liability Corporation (“Contractor”).

RECITALS

- A. On November 6, 2018, the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure (“CCII”) passed Resolution 41-2018 authorizing a personal services contract with Urban Analytics, LLC, a California limited liability corporation (“Contractor”), for fiscal consultant services in an amount not to exceed \$82,500 (“Contract”) for consulting services related annual secondary market disclosure obligations and other bond-related tax analysis for a term ending in December 31, 2024.
- B. OCII seeks to amend the contract to add three years of bond disclosure services and to add budget for miscellaneous property tax analysis required to ensure the accuracy of the property tax roll and maintain continuous critical oversight and analysis of tax increment revenues pledged to the payment of its bond obligations.
- C. Urban Analytics is in the City’s competitively established pool of qualified fiscal consultants and is a San Francisco Small Business Enterprise and Local Business Enterprise. Contractor has provided excellent and competitively priced services to OCII under the existing contract.
- D. OCII wishes to amend the Contract to retain Urban Analytics for an additional three years, adding three additional years of annual disclosure services and increasing the total contract amount by \$85,000 from \$82,500 to \$167,500, to cover the cost of additional annual disclosure services and miscellaneous property tax analysis.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Agency and Contractor agree to amend the Contract as follows:

1. SCOPE OF SERVICES

Section 1 of the Contract, is hereby deleted and replaced with the following language:

*Contractor shall provide the services described on **Attachment A**, “Scope of Services (First Amendment)”.*

2. TIME OF COMPLETION

Section 2 of the Contract, is hereby deleted and replaced with the following language:

“The term of this Contract shall begin on July 20, 2021 and end on December 31, 2024.

*Contractor’s Schedule of Performance is set forth on **Attachment A**, “Scope of Services, First Amendment.”*

The work under this Contract shall commence on the date the contract is signed by the Executive Director.”

3. COMPENSATION AND METHOD OF PAYMENT

Section 3(A) of the Contract is hereby deleted and replaced with the following language:

A. Compensation. The maximum amount payable under this Contract is One Hundred and Sixty-Seven Thousand, Five Hundred Dollars (\$167,500). Payments shall be made according to the schedule and terms described on Attachment B, Budget, First Amendment (“Amended Budget”). All expenses of Contractor are included in the amounts payable pursuant to the Amended Budget, and no expenses shall be reimbursed separately. All invoices shall include a description of services rendered, the billing amount and the Contractor’s signature. An invoice for Miscellaneous Tax Analysis services will also include total hours invoiced, and the hourly billing rate. In the case of Annual Disclosure Reports the invoice will be submitted upon completion for the full fee for that service, as provided in the Amended Budget. OCII staff will review and approve these invoices for payment.

4. This First Amendment constitutes a part of the Contract and any reference to the Contract, in any document, shall be deemed to include a reference to such Contract as amended hereby.

5. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.

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

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

By: _____
Sally Oerth
Interim Executive Director

**Urban Analytics, LLC, A California Limited
Liability Corporation**

By: _____
David Mealy, Principal
Federal Tax Identification No. 94-3320240

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel and Deputy Director

Attachment A: Scope of Services (First Amendment)
Attachment B: Budget (First Amendment)

Attachment A

Scope of Services (First Amendment)

Introduction

This Scope of Services covers Fiscal Consultant work for: a) preparation of needed tables for six (6) annual secondary market disclosures due each December 31 through 2024 and any additional disclosures should bonds be issued under an additional credit in the duration of the contract and b) as-needed bond-related tax analysis.

Urban Analytics (the Consultant) will draw on its experience with redevelopment tax increment matters in California and particularly on its experience with tax allocation bond issuances in executing the services described below. The firm will obtain and utilize county tax roll data in this assignment and will make data available through the Urban website to staff, financing team members, and if desired, rating agencies and insurers.

Task 1: Continuing Disclosure Reports

Urban Analytics will prepare the tables required for the annual secondary market disclosure reports due through December 2024. At present there are six (6) separate reports required: Mission Bay North, Mission Bay South, Mission Bay Housing, the cross- collateralized credit, the subordinate Redevelopment Property Tax Trust Fund (“RPTTF”) credit, and the 3rd lien RPTTF credit. The tables will be those identified in the respective Continuing Disclosure Certificates for the bonds. Additional material required for the annual disclosure report, including the financial report and any statements of significant events, will be separately prepared by OCII. The contract provides for three additional secondary market annual disclosure reports through December 2024.

Task 2: Miscellaneous Property Tax Analysis

Urban Analytics will prepare other analysis, projection or data compilation as may be needed from time to time. Such analysis include but are not limited to: reviewing the property tax roll for redevelopment areas for accuracy prior to certification of the tax roll, with special attention to ensuring the parcels in the pledged areas are appended to the correct Tax Roll Area (TRA), reviewing the proposed property tax distribution for accuracy prior to each distribution date in January and June.

Attachment B

Budget (First Amendment)

Pricing

Service	Scope	Price	Total
Annual Disclosure Reports	6 per year for 6 years	\$2,500 each	\$90,000
Additional Annual Disclosure Reports	1 per year for 6 years	\$2,500 each	\$7,500
Miscellaneous Tax Analysis	As needed	See Hourly Rate Table	\$70,000
Total Not-to-Exceed Amount			\$167,500

Hourly Rate Table

Year	Rate
2021	\$315
2022	\$325
2023	\$335
2024	\$345

1. Fees related to Annual Disclosure Reports will be paid on a fixed fee-for-service basis in the amounts listed above.
2. Fees related to as needed bond-related tax analysis will be paid on an hourly basis at the rates listed above, in a total amount not to exceed \$70,000.
3. In the event the budget for Additional Annual Disclosures is not needed for that purpose, those funds may be re-programmed for Miscellaneous Tax Analysis.
4. The maximum amount payable under this contract, as amended is \$167,500.