SATCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT ("Contract") is entered into as of February 1, 2014, by and between the SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Successor Agency"), and GOODWIN CONSULTING GROUP, INC ("GCG" or "Contractor").

RECITALS

A. The Hunters Point Shipyard (the "Shipyard") and Candlestick Point Project (the "Project") is divided into two phases, called Phase 1 and Phase 2, each with a separate disposition and development agreement (the "Phase 1 DDA" and the "Phase 2 DDA"). The DDAs, together with a number of related binding agreements attached to or referenced in the text of the DDAs, establish a comprehensive set of enforceable obligations that collectively govern the completion of the Project. The DDAs are binding contractual agreements that provide for the transfer of land from OCII to developers, the developers' and OCII's rights and obligations relating to the construction of specified improvements, and the financing mechanisms for completing the Project. The Project will deliver over 12,100 new homes, approximately 32 percent of which will be below market rate and will include the rebuilding of the Alice Griffith public housing development consistent with the City's HOPE SF program, up to 3 million square feet of research and development space, and more than 300 acres of new parks in the southeast portion of San Francisco. In total, the Project will generate over $6 billion of new economic activity to the City, more than 12,000 permanent jobs, hundreds of new construction jobs each year, new community facilities, new transit infrastructure, and provide approximately $90 million in community benefits. The Project's full build out will occur over 20-30 years, but over 1,000 units of housing and 26 acres of parks will be completed over the next five years in the first phase of the Project.

B. The former Redevelopment Commission (the "Former Commission") of the former San Francisco Redevelopment Agency ("SFRA") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 7 (Hunters Point Shipyard Phase One Improvements) (the "CFD"), to authorize the levy of special taxes upon the land within the CFD, and to issue bonds secured by the special taxes, all as described in those proceedings.

C. The Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), was approved by the Former Commission pursuant to Resolution No. 36-2005
adopted by the Former Commission on April 5, 2005 (the “Resolution of Formation”) and is attached as Exhibit B to the Amended and Restated Notice of Special Tax Lien recorded in the office of the Recorder for the City and County of San Francisco on May 26, 2005 as Document No. 2005H961494.

D. Pursuant to Resolution No. 37-2005, adopted by the Former Commission on April 5, 2005, entitled “Determining Necessity to Incur Bonded Indebtedness of Community Facilities District No. 7 (Hunters Point Shipyard Phase One Improvements)—Hunters Point Shipyard Redevelopment Project Area,” the Former Commission declared the necessity to incur bonded indebtedness in the maximum principal amount of $40,000,000 within the boundaries of the CFD for the purpose of financing the costs of all or a portion of the authorized facilities (the “Facilities”).

E. At an election of the qualified electors in the CFD held on April 5, 2005, the qualified electors approved the incurring of bonded indebtedness in the maximum principal amount of $40,000,000 and an annual appropriations limit of $40,000,000.

F. On April 20, 2005, pursuant to an Indenture of Trust dated as of April 5, 2005, SFRA issued its $34,500,000 initial principal amount Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 7 (Hunters Point Shipyard Phase One Improvements) Variable Rate Demand Special Tax Bonds, 2005 Series A (the “2005 Bonds”).

G. On July 15, 2008, the Former Commission commenced change proceedings by adopting Resolution No. 80-2008, entitled “Considering Amendment and Restatement of the Rate and Method of Apportionment of Special Tax and Increases in the Authorized Principal Amount of Bonded Indebtedness and the Annual Appropriations Limit for Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 7 (Hunters Point Shipyard Phase One Improvements),” pursuant to which, among other things, the Former Redevelopment Agency Commission approved the proposed amended and restated Rate and Method (the “Amended and Restated Rate and Method”) in the form attached thereto as Attachment A, (ii) declared the intention of the Former Commission, acting as the legislative body for the CFD, to cause bonds of the City and County of San Francisco to be issued for the CFD pursuant to the Act to finance in whole or in part the construction and/or acquisition of the Facilities in the aggregate principal amount not to exceed $65,000,000 (which amount included the initial principal amount of the 2005 Bonds but not the principal amount of fixed interest rate bonds issued for the purpose of refunding the variable rate 2005 Bonds), an increase from the then existing maximum bonded indebtedness limit of $40,000,000, and (iii) approved an increased annual appropriations limit of $65,000,000.

H. At an election of the qualified electors in the CFD held on September 2, 2008, the qualified electors approved the proposed changes, including the Amended and Restated Rate and Method.
I. Under Chapter 5, Statutes of 2011, ABx1 26, and Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12, Regular Session) (collectively, the “Dissolution Law”), the San Francisco Redevelopment Agency (“SFRA”) was dissolved and the non-affordable housing obligations of SFRA were transferred to the successor agency, now known as the Office of Community Investment and Infrastructure, the successor to the San Francisco Redevelopment Agency by operation of law (“OCII” or the “Agency”).

J. The Dissolution Law requires an oversight board for each successor agency to oversee certain fiscal and other actions of the successor agency. As required by AB 26, the City timely established the oversight board for OCII (the “Oversight Board”), which has been meeting since March 2012 to perform its duties under the Dissolution Law.

K. On October 2, 2012, the Board of Supervisors in its capacity as the legislative body of the Successor Agency adopted Ordinance No. 215-12, acknowledging that OCII is a separate legal entity as a result of AB 1484 and creating the Community Investment and Infrastructure Commission (the “Commission”) as the policy body of OCII to implement three Major Approved Development Projects (1. Hunters Point Shipyard/Candlestick Point, 2. Mission Bay, and 3. Transbay), the Retained Housing Obligations, and other enforceable obligations under the Dissolution Law. GGG will review final maps, land use plans, building permit data, recorded deeds and other documents to confirm the development status and to track changes in ownership and parcel configuration that occur prior to release of the Official Statement for the bonds. GCG will compile the information needed to provide current information regarding property diversification within the CFD, the percentage of maximum special tax obligation carried by each property owner, assessed value information, building permit issuance data, allocation of proposed bonded indebtedness, and parcel by parcel value-to-lien ratios. On the basis of the database, the GGG will utilize the information to prepare special tax projections that will be used by the financial advisor and underwriter to size the first series of bonds. The analysis will assist in evaluating special tax coverage, available bonding capacity, and anticipated burdens on undeveloped property after the bond sale.

L. GCG works closely with the disclosure counsel, financial advisor, and underwriter to prepare tables and charts needed to disclose information to potential bond investors in the Official Statement. In coordination with the working group, GCG will review and contribute to other documents required as part of the bond issuance process. They will also attend meetings with staff, developers and other members of the working group to discuss the special tax analysis, review bond documents, and review the impact of the bond issuance on tax burdens within the CFD.

M. GCG has proven successful in the delivery of similar services in the past. Since 2008, GCG has developed a deep understanding of the complexities of the HPS project, the operations of CFD #7 and #8, as well as the Letter of Credit that support the bond issuance, and thus is uniquely qualified to assist the Agency and the Financing Team. GCG has previously provided the needed Services to the Agency and, in doing so, has met and exceeded expectation and gained specific information and experience making the proposed Contractor uniquely qualified to provide the needed services.
NOW, THEREFORE, the Agency and the Contractor agree as follows:

1. **SCOPE OF SERVICES**

   Contractor shall provide the services described on Attachment A, “Scope of Services”.

2. **TIME OF COMPLETION**

   The term of this Contract shall begin on February 1, 2014 and end on December 31, 2014, unless sooner terminated in accordance with this Contract.

3. **COMPENSATION AND METHOD OF PAYMENT**

   A. **Compensation.** The maximum amount payable under this Contract is $55,000 (fifty-five thousand dollars). All expenses of Contractor are included in the amounts payable pursuant to Attachment B, “Budget and Fee Schedule”, and no expenses shall be reimbursed separately. Additional consulting services beyond those included in the scope of work may be provided within the maximum budget if total hourly billings are less than the budget maximum. Alternatively, if the scope of services can be completed for less than the maximum budget, only the hours actually expended will be billed. Contractor will submit monthly billing invoices to the Agency. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor’s signature. Invoices are to be provided to the Agency on a monthly basis for services already rendered. Invoices received later than sixty days (60) days after services have been provided may not be honored or paid and may be deemed void. Agency staff will review invoices and upon a determination that the work product was satisfactory, will approve these invoices for payment within forty-five (45) days of receipt.

   B. **Taxes.** No payroll or employment taxes of any kind will be withheld or paid by Agency on behalf of Contractor. Agency 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. Agency will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

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

4. **NO PERSONAL LIABILITY**

   No member, official or employee of the Agency shall be liable personally to Contractor or any successor in interest in the event of any default or breach by the Agency 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 the Agency.

6. **INTENTIONALLY OMITTED**

7. **NON-FEDERAL LABOR STANDARDS**

Contractor agrees that any employees performing work or services for Contractor under this Contract shall (to the extent applicable) be paid not less than the prevailing wage rate and shall be subject to the same hours and working conditions and shall receive the same benefits provided for similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provisions in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provisions; and Contractor also agrees that the limitations, if any, in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Contract may be required to work thereon shall not be exceeded. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8a. **INDEMNIFICATION**

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney’s fees, arising directly or indirectly from all acts or omissions to act of Contractor or its officers, agents or employees in rendering services under this Contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency’s gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its officers, agents or employees. In addition to Contractor’s obligation to indemnify Agency, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Agency and continues at all times thereafter. If the Contractor maintains additional coverage and/or higher limits than the minimums shown in this Article 8, the Agency requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.
8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

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

9. INDEPENDENT CONTRACTOR

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 the Agency. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers’ compensation requirements and all regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 10, the Agency requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

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

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

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

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

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to the Agency 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 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.
(2) For any claims related to this Contract, the Contractor’s insurance coverage must be primary insurance as respects to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor’s insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, 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 Agency.

(5) Contractor hereby grants to the Agency a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency 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 the Agency’s Risk Manager.

G. **Verification of Coverage.** Contractor must furnish the Agency 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 Agency. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

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

11. **RECORDS, REPORTS AND AUDITS**

A. **Records**

   (1) Records shall be established and maintained in accordance with Agency requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by the Agency, 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 the Agency, the City and County of San Francisco or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to the Agency or its designated representative such statements, records, reports, data and information as the Agency, the City and County of San Francisco or HUD may request pertaining to matters covered by this Contract.
C. **Audits and Inspections**

At any time during normal business hours and as often as the Agency, the City and County of San Francisco or HUD, and/or the Comptroller General of the United States, if the Contract is funded with CDBG funds, may deem necessary, there shall be made available to the Agency or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit the Agency, the City and County of San Francisco, HUD and/or the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

12. **CONFLICTS**

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

13. **CONTRACTOR’S DUTY OF LOYALTY**

Contractor for itself and subcontractors, if any, agrees to abide by the Agency’s duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the Agency’s Personnel Policy and which states in part the following: “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 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 the Agency for the rendition of personal services, for the
furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Contractor agrees to provide to the Agency the names of each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is not sponsored or controlled by Contractor.

15. CONFIDENTIALITY/PROPERTY OF AGENCY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor’s opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the Agency. 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 Agency.

16. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by nonemployees of such agency exceeds $5,000.00, any document or written report prepared in whole or in part by nonemployees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

17. NONDISCRIMINATION AND EQUAL BENEFITS

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

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

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

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

E. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law and execute Attachment C “Nondiscrimination in Contracts and Benefits Form”.

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

The Agency implements a Small Business Enterprises (“SBE”) Program that was adopted by Agency Resolution No. 82-2009 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of 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 the Agency contract and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that the Agency has the sole discretion to modify the 50% SBE participation goal consistent with the SBE Program, as specified in the SBE Agreement.
The Agency 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 the Agency’s SBE Program. Those other programs include:

- City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification: http://sfgsa.org/index.aspx?page=5364; and

The Agency retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under the Agency’s SBE Program.

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

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of the Agency’s Minimum Compensation Policy and Health Care Accountability Policy (the “Policies”), adopted by Agency Resolution 168-2001, as such policies may be amended from time to time (See 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.

20. TERMINATION

The Agency 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, the Agency shall compensate the Contractor 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.

21. MISCELLANEOUS PROVISIONS

A. Notices

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

If to the Agency: Successor Agency to the San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Executive Director
If to Contractor:
Goodwin Consulting Group, Inc.
555 University Avenue, Suite 280
Sacramento, CA 95825
Attention: Susan Goodwin

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

B. **Time of Performance**

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

   (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.

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

C. **Successors and Assigns**

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

D. **Modification, Waiver and Amendment**

   Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both the Agency 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 the Agency affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and the Agency with respect to the subject matter hereof.

F. **Severability**

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

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

H. **Headings**

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

I. **Attorneys’ Fees**

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

J. **Authority**

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

K. **Designated Representative**

The initial designated representative for the Successor Agency for this Contract is John Daigle, the Successor Agency representative’s phone number is 415-749-2471. The initial Contractor designated representative for this Contract is Susan Goodwin, the Contractor’s designated representative’s phone number is 916-561-0890.
IN WITNESS WHEREOF the Agency and Contractor have executed this Contract as of the date first above written.

Goodwin Consulting Group, Inc., a California corporation,

By: __________________________
   Susan Goodwin
   President and Managing Principal
   Federal Tax Identification No. ___________

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

By: __________________________
   Tiffany Bohee
   Executive Director

APPROVED AS TO FORM:

By: __________________________
   Charles Sullivan
   City and County of San Francisco,
   Office the City Attorney
ATTACHMENTS

Attachment A: Scope of Services
Attachment B: Budget
Attachment C: Nondiscrimination in Contracts and Benefits Form
Attachment D: Small Business Enterprise Agreement
Attachment E: Minimum Compensation Policy Declaration
Attachment F: Health Care Accountability Policy Declaration
Attachment G: Certificate of Insurance