LEGAL SERVICES CONTRACT SUMMARY
(BOND COUNSEL)

NAME OF COUNSEL'S LAW FIRM: JONES HALL, A PROFESSIONAL LAW CORPORATION

LEAD ATTORNEY: CHRIS LYNCH, Esq.

Address: 650 California St., 18th Floor, San Francisco, CA 94108

Telephone: 415-391-5780

Cell Telephone: N/A

Facsimile: 415-391-5784

Effective Date of Contract: April __, 2014

Title of Financing: (i) Change proceedings for Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 7 (Hunters Point Shipyard Phase One Improvements)
(ii) Change proceedings for Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance)
(iii) Issuance of bonds entitled Successor Agency to the Redevelopment Agency of the City and County of San Francisco Community Facilities District No. 7 (Hunters Point Shipyard Phase One Improvements) Special Tax Refunding Bonds, Series 2014

Contract Amount: $93,500

AGENCY REPRESENTATIVE: John Daigle/ James B. Morales

Telephone: 415-749-2471/ 415-749-2454

Cell Telephone: N/A

Facsimile: 415-749-2575
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
LEGAL SERVICES CONTRACT
(Public Finance/Bond Counsel)

This LEGAL SERVICES CONTRACT ("Contract") dated as of April __, 2014
by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the
"Agency"), and JONES HALL, a Professional Law Corporation ("Counsel").

WHEREAS, The Agency wishes to hire qualified bond counsel to provide
services in connection with the following actions (collectively, the "Financing"): (i) change
proceedings for Redevelopment Agency of the City and County of San Francisco Community
Facilities District No. 7 (Hunters Point Shipyard Phase One Improvements) ("CFD No. 7"), (ii)
change proceedings for Redevelopment Agency of the City and County of San Francisco
Community Facilities District No. 8 (Hunters Point Shipyard Phase One Maintenance) ("CFD
No. 8") and (iii) the proposed issuance of refunding bonds (the "Bonds") to refinance the
outstanding $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"); and

WHEREAS, Counsel was selected to provide the services described in this
Contract after responding to a Request for Proposals submitted to the pool of qualified
bond/disclosure counsel for the City and County of San Francisco; and

WHEREAS, The Agency has authorized the Agency Executive Director to
execute and deliver an agreement with Counsel for its services related to the Financing and
Counsel is ready, willing and able to provide the legal services contemplated by this Contract;

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

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, the Agency 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 (sometimes referred to as the Successor Agency or Agency), a public entity established pursuant to the Community Redevelopment Law of the State of California, as amended by Assembly Bill No. 1X 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) and Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12, Regular Session), and whose members are the members of 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.

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

“Bonds” mean the bonds to be issued or refunded by the Agency in the Financing which is the subject of this Contract.

“Compensation” shall mean the compensation payable to Counsel for the Services, subject to the terms and conditions hereof, as provided in Section 5 hereof and the Fee Schedule.

“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 Services hereunder, including the guaranteed maximum costs of this Contract, attached hereto as Exhibit A.

“Financing” means (i) the change proceedings for CFD No. 7, (ii) the change proceedings for CFD No. 8 and (iii) the issuance of the Bonds or other financing-related transaction contemplated by 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.

“Services” means the services to be performed by Counsel pursuant to this Contract, including, but not limited to, the scope of services described in Section 2 below.


“Term” means the term of this Contract specified in Section 3 hereof.
2. CONTRACT SERVICES AND PERSONNEL

2.1 APPOINTMENT OF COUNSEL. The Agency engages and appoints Counsel to perform legal services in connection with the Financing and Counsel accepts such engagement and appointment, upon the terms and conditions set forth in this Contract. Counsel also agrees to provide the Services required hereunder in an efficient and professional manner, to the reasonable satisfaction of the Agency Representative identified in the Contract Summary. Except to the extent, if any, specifically provided herein or specifically authorized in writing by the Agency Representative, Counsel shall have no right or authority, express or implied, to commit or otherwise obligate the Agency 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 the Financing, as described in 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 Agency Representative. Counsel agrees to utilize the following principal personnel as providers of Contract services:

Chris Lynch
Lead Counsel

Dave Walton
Tax attorney

Juan Galvan, Scott Ferguson, Steve Melikian
Associate attorney

Attorney subcontractors (if applicable)

Other Personnel

Any change in the lead attorney requires the Agency Representative’s prior written approval. Staffing decisions required to be taken by Counsel in an emergency for which prior written approval of the Agency 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 Agency Representative.

2.3 GENERAL SERVICES.

(a) Participation in the Financing. Counsel shall cooperate with the Agency’s staff, financial consultants, underwriters and other Financing team participants in connection with the prosecution of the Financing, including coordination of the change proceedings for CFD No. 7 and CFD No. 8 and planning the structure and terms of the Bonds, advise the Agency regarding
the preparation of an Official Statement and other written disclosures relating to the Bonds, and perform other services customarily performed by bond counsel in connection with similar transactions. Counsel shall also attend or otherwise participate in working group meetings and telephone conferences of those involved in the Financing, as well as meetings of the Agency’s Commission at which the Financing is considered and such other meetings as the Agency may determine necessary or appropriate.

(b) **Other Services.** Any other services in connection with the Financing requested by the Agency Representative but only within the scope of the services customarily provided by bond counsel in connection with similar financings.

(c) **Invoices.** Prior to the Closing, Counsel shall provide the Agency Representative with an invoice for the services provided and costs advanced to the Agency, pursuant to this Contract a copy of which shall also be included in the bond transcript.

(d) **Post-Closing Services.** Following the closing of the Financing, Counsel shall provide routine consultation to the Agency, as reasonably requested by the Agency, on matters related to the Bonds and the Financing. Counsel shall not be responsible for providing the legal services required for compliance with rebate requirements or continuing annual disclosure under SEC Rule 15c2-12; however, Counsel shall cooperate with the Agency and the Agency’s Disclosure Counsel, if any, to the extent reasonably necessary to achieve such compliance.

(e) **Attorney-Client Privilege**

Counsel acknowledges that it has no authority to waive the attorney-client privilege on behalf of the Agency and agrees to conduct its activities relating to this matter in such a manner as to maintain the confidentiality of communication between Counsel and the Agency (including the Agency Representative and any Agency official or employee). Counsel further agrees not to waive the attorney-client privilege with respect to documents or communications obtained or conducted in connection with this matter without the express written consent of the Agency.

2.4 **ADDITIONAL SERVICES.** Counsel shall provide legal services pertaining to the Financing on the terms and conditions provided therein, by serving as Bond Counsel, as designated below in either Section 2.4.1 or Section 2.4.2.

2.4.1 **Bond Counsel or Co-Bond Counsel Services**

       [Lead Attorney to initial if applicable]

(a) **Disclosure Documents.** After conducting its independent due diligence review, as appropriate, Counsel will prepare or assist the Agency’s Disclosure Counsel in the preparation of the Official Statement and the resolution of disclosure issues relating to the Bonds.
(b) Other Documents Necessary for the Financing. Counsel shall prepare and/or review the various documents relating to the Financing, including (i) all proceedings for the changes to CFD No. 7 and CFD No. 8, including resolutions, ordinances, petitions, ballots and other related documents, (ii) all proceedings and documents related to the authorization, issuance, sale and delivery of the Bonds, including, but not limited to, the ordinances and resolutions authorizing and approving the sale and issuance of the Bonds and related documents prescribing the terms, form, security, and other provisions relating thereto. All legal documents prepared by Counsel and the opinions required hereunder shall be submitted to the Agency 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 Agency 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 Agency, with a reliance letter addressed to the underwriter and the fiscal agent for the Bonds, that interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Tax Code and is exempt from California personal income taxes; and if applicable, such interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes under the Tax Code.

(2) Supplemental Opinions. Counsel shall also provide to the Agency and the underwriter of the Bonds, an unqualified supplemental opinion, as may be requested by the Agency 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, insofar as such statements purport to summarize certain provisions of the Bonds, documents and continuing annual disclosure relating to the Bonds; and (b) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended.

(3) Agency Representative Opinion. In cooperation with the Agency Representative, draft an opinion for execution by the Agency Representative or designee, substantially to the effect that, based upon the participation of the Agency 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 Agency Representative or designee that caused the Agency 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, (b) in light of the circumstances under which it was made, the Official Statement
is not misleading in any material respect; and (c) the sale of the Bonds and delivery of the Official Statement have been duly authorized and approved by the Agency.

(d) Transcript Preparation. Prepare and provide to the Agency and other Bond participants a bond transcript and closing memorandum in both PDF and printed form, in the number requested by the Agency Representative. The transcript shall also include a copy of Counsel’s invoice for services provided related to the issuance of the Bonds.

(e) Invoices. Prior to closing, provide the Agency Representative an invoice of the Bond Counsel services provided and costs advanced to the Agency, in accordance with the Fee Schedule attached hereto as Exhibit A and Article 5 of this Contract.

2.4.2 Co-Bond Counsel or Disclosure Counsel Services. [Not applicable]

______ [Counsel to initial if applicable]

(a) Disclosure Document Preparation. After conducting its independent due diligence review, Co-Bond Counsel will prepare or assist in the preparation of the Official Statement and disclosure issues relating to the Bonds.

(b) Transaction Closing. Provide services necessary to complete the closing of the Financing in coordination with Bond Counsel and other Financing participants.

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

2.5.1 Representation of the Agency or any other party to the Financing 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 Ensuring compliance with any state blue sky laws; and

2.5.3 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 and end on the completion of services, unless terminated earlier by either party as provided in this Contract; 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 first written above, which is the date on which this Contract was executed by the Agency.

5. **COMPENSATION AND BILLING RATES**

5.1 **FEES; CERTAIN PAYMENT CONTINGENT ON SUCCESSFUL ISSUANCE OF THE BONDS.** As full recompense for all of the Services rendered by Counsel under this Contract, the Agency 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, in connection with the issuance and sale of future series of the Bonds. 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 Agency.

The payment of the Compensation related to the change proceedings for CFD No. 8 will be payable upon completion of those proceedings.

The payment of the Compensation related to the change proceedings for CFD No. 7 and the issuance of the Bonds is contingent upon the successful issuance and sale of the Bonds and upon the Agency Representative’s reasonable determination that the services have been satisfactorily rendered in accordance with this Contract. Compensation shall be payable within a reasonable time after the closing of the sale of the Bonds.

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

5.3 **GRATUITOUS SERVICES.** The Agency 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 Agency 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 Agency.

5.4 **APPROVAL REQUIRED FOR ADDITIONAL FUNDING.** The Agency 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 Agency.
5. METHOD OF PAYMENT

6.1 INVOICES. As a condition to payment of any Compensation, Counsel must furnish an invoice in a form reasonably acceptable to the Agency Representative. Any such invoice shall identify in reasonable detail the work performed and the corresponding amount of time spent by each individual, with the hourly billing rates (if applicable), together with such additional supporting information as the Agency Representative may reasonably require. Agency Representative shall review and approve invoices within a reasonable period of time.

6.2 PAYMENT CONTINGENT ON AGENCY REPRESENTATIVE APPROVAL OF INVOICES. All charges incurred under this Contract related to the change proceedings for CFD No. 8 shall be due and payable only upon approval by the Agency Representative of an invoice for work performed in accordance with this Contract. In addition, the charges incurred under this Contract related to the CFD No. 7 formation proceedings and the issuance of the Bonds shall be due and payable upon the successful completion of the sale of the Bonds. Counsel assumes the risk of non-payment in the event the Bonds are not sold or the Bonds are not issued prior to the expiration of this Contract, for any reason, including, but not limited to, the Agency's determination in its sole and absolute discretion not to issue the Bonds.

6.3 TAXES. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Contract or the Services delivered pursuant hereto, shall be the obligation of Counsel. No payroll or employment taxes of any kind will be withheld or paid by Agency on behalf of Counsel or any of Counsel's employees. Agency 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. Agency will issue an IRS 1099 Form, or other appropriate tax reporting document, to Counsel for the Contract services.

6.4 BENEFITS. Counsel and its employees 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.

6.5 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.

7. INTENTIONALLY OMITTED.

8. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code Section 12650 et seq., Counsel acknowledges and agrees that it shall be liable to the Agency for submission of a false claim to the Agency for three times the amount of damages which the Agency sustains because of the false claim. A contractor,
subcontractor or consultant who submits a false claim shall also be liable to the Agency for the costs, including attorneys’ fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the Agency for a civil penalty of up to $10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the Agency if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the Agency a false claim or request for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by the Agency; (c) conspires to defraud the Agency by getting a false claim allowed to be paid by the Agency; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Agency; or (e) is a beneficiary of an inadvertent submission of a false claim to the Agency, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the Agency within a reasonable time after discovery of the false claim.

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, 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.
10. TERMINATION

10.1 Termination For Cause. The Agency shall have the right to terminate this Contract after written notice to Counsel and after the expiration of any cure period provided for below, upon the occurrence of any of the following events of default:

10.1.1 Failure of such Counsel to perform any covenant or obligation set forth in this Contract or any other agreement with the Agency.

10.1.2 An attempt by Counsel to assign, delegate or subcontract without the Agency’s consent as provided herein.

10.1.3 Failure by Counsel to maintain insurance as required hereunder. Filing by or against Counsel of any petition in bankruptcy, any assignment by Counsel for the benefit of creditors, the levy of a writ of attachment or execution against any of Counsel’s property or the appointment of a receiver for Counsel or any of Counsel’s property.

10.1.4 Unauthorized or excessive billing by Counsel. Except as provided in Sections 10.1.2 and 10.1.3 above or as otherwise provided in this Contract, Counsel shall not be in default hereunder unless Counsel shall fail to correct such failure to perform for a period of ten (10) days after written notice given by the Agency to Counsel identifying the default. Notwithstanding the foregoing, if a default cannot be cured within such ten-day period, Counsel shall not be in default hereunder if and for so long as Counsel shall, (1) diligently and in good faith, have commenced to remedy the default within such ten-day period, (2) subsequently prosecute to completion with diligence and continuity the remedying of default, (3) complete the remedy of such default within a reasonable time, not in excess of ninety (90) days, to the Agency’s satisfaction. For assignments, delegations or subcontracts described in Section 10.1.2 above, there shall be no required allowance of a period to cure such action. For lapses in insurance coverage described in Section 10.1.3 above, Counsel shall be required to give notice of such lapse to Agency as soon as is practicable and shall have seven (7) days from the first date of such lapse to obtain replacement insurance meeting the requirements of this Contract, notwithstanding any other provisions of this paragraph. In the case of a notice of default to Contract, no work within the scope of this Contract will be continued or undertaken by Counsel after the date of receipt of the notice, without the express consent of the Agency.

10.2 Termination Without Cause. The Agency may terminate this Contract for the Agency’s convenience and without cause at any time by giving Counsel ten (10) days’ written notice of such termination.

10.3 Effective Date of Termination. Termination under Section 10.1 above shall be effective after the expiration of any applicable cure or notice periods and upon Agency’s notification of Counsel that it is exercising its right to terminate for cause, except as otherwise expressly provided herein. Termination under Section 10.2 above shall be effective upon the expiration of the 10 days’ written notice described therein. 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.

10.4 Non-Exclusive Remedies. The Agency’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.

10.5 Duties Upon Termination. Upon termination of this Contract, Counsel shall provide the Agency with copies of all documents in its possession belonging to the Agency. In the event this Contract is terminated prior to the closing of the Financing, Counsel further agrees to do all other things reasonably necessary to cause an orderly transition of services for the Financing without detriment to the rights of the Agency.

11. INDEMNIFICATION

(a) Bond Counsel shall indemnify and hold harmless the Agency, 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 Bond Counsel by a court of competent jurisdiction to have proximately resulted from professional negligence of Bond Counsel in connection with its performance of legal services under this Agreement. Nothing in this Section 11 shall obligate Bond Counsel to pay or reimburse an indemnified party for any damages, legal costs or expenses incurred, including attorneys’ fees, unless Bond Counsel is adjudicated liable for such damages, legal costs or expenses incurred, including attorneys’ fees, in such a final judgment. In no event shall Bond Counsel’s liability under this Agreement exceed the policy limits of its available Professional Liability Insurance maintained pursuant to Section (9.1)(c)(4) with respect to any Claims. Although Bond Counsel has agreed to indemnify the City, the officers, employees and agents of the Agency and the City and members of the Agency’s and the City’s boards and commissioners under this Section 11, the Agency and Bond Counsel expressly agree that Bond Counsel has no attorney-client relationship with any individual or entity other than the Agency with respect to the matter covered in this Agreement.
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 Bond Counsel under this Section 11, notify Bond Counsel in writing of the filing or commencement thereof; but the omission to so notify Bond Counsel shall not relieve Bond 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 Bond Counsel of the filing or commencement thereof, Bond 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. After timely written notice from Bond Counsel to the indemnified party of its election to so assume the defense thereof, the indemnified party shall waive any right to claim liability of Bond Counsel for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof, so long as Bond Counsel continues to diligently pursue such defense. However, if Bond Counsel assumes the defense pursuant to this Section 11, any indemnified party shall have the right to select separate counsel to assert legal defenses that may be different from or additional to those available to Bond Counsel and otherwise participate in the defense of such action on behalf of the indemnified party. In such event the indemnified party shall bear the fees and expenses of such separate counsel for the indemnified party in defending such claim or action without any contribution or reimbursement by Bond Counsel. Nothing in this Section shall limit any of the Agency’s rights or remedies under this Agreement or at law or in equity. The indemnity agreements contained in this Section shall survive the termination, expiration or cancellation of this Agreement.

12. CONFLICTS OF INTEREST

12.1 Through its execution of this Contract, Counsel acknowledges that it is familiar with Section 87100 et seq. of the California Government Code, the Political Reform Act, and its implementing regulations (“PRA”), certifies that it does not know of any facts that constitute a violation of the PRA, and will provide written disclosure of any actual or potential violation of the PRA.

12.2 APPLICABILITY TO SUBCONTRACTORS. For the purpose of these requirements, Counsel also includes the subcontractors of Counsel under this Contract. In order to carry out the purposes of this Section, Counsel shall incorporate, or cause to be incorporated, in all subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Article 12 in all subcontracts for goods or services executed in connection with this Contract and to require such subcontractors to comply with such requirements.

12.3 AGENCY’S CONFLICT OF INTEREST CODE. The Agency’s Conflict of Interest Code requires employee classifications designated therein (collectively the “Designated Employees”) to provide disclosures of certain financial interests pursuant to the California Political Reform Act. A “Consultant” (as hereafter defined) is deemed to be a Designated Employee who must
also provide the disclosures required by the Agency’s Conflict of Interest Code. “Consultant” means any natural person who provides under contract, information, advice, recommendation or counsel to the Agency; provided, however, that “Consultant” shall not include a person who: (a) conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the Agency or of any Agency official, other than normal contract monitoring; and (b) possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.” Counsel agrees to comply with the disclosure requirements of the Agency’s Conflict of Interest Code if Counsel believes that it is a “Consultant” or if the Agency notifies Counsel of Counsel’s status as a “Consultant.”

12.4 FAILURE TO DISCLOSE. If Counsel fails to provide any disclosure required by this Article 12, Counsel agrees that the Agency may withhold payment of any funds claimed by Counsel pursuant to this Contract until Counsel has submitted all such disclosures to the Agency.

12.5 AGENCY PERSONNEL 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.

12.6 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 Agency. Counsel further agrees to notify the Agency Representative in writing in advance of any actual or potential conflict that may arise after execution of this Contract so that the Agency’s Executive Director may determine whether to exercise a waiver of such conflict of interest. The Agency agrees that any potential or actual conflict under the California Rules of Professional Conduct previously waived by the Agency shall also apply to this Contract.

13. COUNSEL’S DUTY OF LOYALTY

Counsel agrees, for itself and its subcontractors, if any, 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 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 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. 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 $50,000 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.

Finally, Counsel agrees to provide to the Agency 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 Agency: Successor Agency to the Redevelopment Agency of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attention: Executive 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 Agency shall be liable personally to Counsel 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 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 Agency.

18. NON-FEDERAL LABOR STANDARDS

Counsel agrees that any employees performing work or services for Counsel shall 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. 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; and, provided, further, 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.

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 Agency, not as an agent or an employee of the Agency. 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. The final documents contained in the Bond Transcript, other Financing records shall be maintained for a period at least equal to the longest term of any of the Bonds plus ten (10) years; provided, however, that records that are the subject of audit findings shall be retained for four (4) years or until such audit findings have been resolved, whichever is later.

20.2 REPORTS AND INFORMATION. At such times and in such forms as the Agency may require, there shall be furnished to the Agency or its designated representative such statements, records, reports, data and information as the Agency 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 Agency 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. Counsel will permit the Agency 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

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 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.

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 Agency’s Nondiscrimination in Contracts Policy (“Policy”), adopted by Agency Resolution No. 175-97, as such Policy 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 Counsel agrees to 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 and to execute Exhibit F, the “Nondiscrimination in Contracts and Benefits Form.” The City and County of San Francisco has certified Counsel as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See list of certified vendors, available at http://sfgsa.org/modules/showdocument.aspx?documentid=10362 (last visited Sep. 13, 2013). Accordingly, the Agency deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

23. EQUAL EMPLOYMENT OPPORTUNITY

23.1 Counsel acknowledges that the Agency 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 written policy 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 AGENCY'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 Agency's Minimum Compensation Policy and Health Care Accountability Policy (see “Minimum Compensation Policy”, Exhibit I and “Health Care Accountability Policy,” Exhibit J, collectively the “Policies”), adopted by Agency Resolution 168-2001, as such Policies may be amended from time to time and also Exhibit F, “Nondiscrimination in Contracts and Benefits Form.” 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.

25. JOINT VENTURE/CO-COUNSEL PROVISION

25.1 Counsel acknowledges that the Agency is committed to promoting contracting opportunities for small businesses, including women and minority owned law firms. Accordingly, the Agency may request Counsel to enter into joint venture or co-counsel relationships to represent the Agency. 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 joint venture or co-Bond Counsel arrangement, then the Agency shall designate Lead Counsel and the working relationship and allocation of responsibility desired by the Agency. 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 Agency's Contract Compliance Division and comply with all the provisions of the Small Business Enterprise Agreement. The Agency 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 Agency 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 H.) SBEs must be certified by the Agency 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 Agency holiday shall be extended to the next Agency 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 Agency and Counsel. Where the term "Counsel" 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 Counsel where Agency 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 Agency 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 Agency affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Counsel and the Agency 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 ATTORNEYS 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:** Intentionally Omitted
- **Exhibit D:** Intentionally Omitted
- **Exhibit E:** Intentionally Omitted
- **Exhibit F:** Nondiscrimination in Contracts and Benefits Form
- **Exhibit G:** Intentionally Omitted
- **Exhibit H:** Intentionally Omitted
- **Exhibit I:** Minimum Compensation Policy
- **Exhibit J:** Health Care Accountability Policy

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

Authorized by Resolution No.

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

By: ________________________________
COUNSEL:
JONES HALL, A PROFESSIONAL LAW CORPORATION

By: [Signature]
Its: [Signature]
Dated: 3-25-14
# EXHIBIT A

## FEE SCHEDULE

<table>
<thead>
<tr>
<th>Services</th>
<th>Fee</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change proceedings relating CFD No. 7 and issuance of the Bonds</td>
<td>$75,000.00</td>
<td>Not to exceed $3,500 (plus publication expenses)</td>
</tr>
<tr>
<td>Change proceedings relating to CFD No. 8</td>
<td>$15,000</td>
<td>Actual reimbursement for costs such as publication expenses</td>
</tr>
</tbody>
</table>

**GRAND TOTAL $93,500**