MEMORANDUM OF UNDERSTANDING
Between the San Francisco Office of Community Investment and Infrastructure and the
San Francisco Office of the City Administrator
Fiscal Year 2014-15

This Memorandum of Understanding (“MOU”) is entered into between the Office of Community
Investment and Infrastructure (“OCII”), as Successor to the San Francisco Redevelopment Agency, and
the City and County of San Francisco Office of the City Administrator (“City Administrator’s Office”) for
the period of Fiscal Year 2014-15.

OCII and the City Administrator’s Office agree as follows:

1. Services Provided by the City Administrator’s Office

   a. Staffing of Executive management positions serving OCII by means of employees chosen
      by OCII, and subject to OCII’s exclusive direction and control in the performance of their
duties, but employed through and assigned by the City Administrator’s Office, currently
including OCII Executive Director, General Counsel and Deputy Director, Finance &
Administration. Assignment of any specific employee to OCII executive management
positions may be terminated at OCII’s discretion at any time and for any or no reason.

   b. Human resource management support for OCII on an as needed basis.

   c. Services from the Office of Labor Standards Enforcement (OLSE) including prevailing
wage investigations and any other investigations or support the OCII may request. OLSE
shall provide an estimated budget for each request by OCII prior to commencing work, and
OCII shall reimburse OLSE for actual associated salary, benefit and reasonable indirect or
overhead costs upon receipt of documentation supporting those costs. If OLSE proposes to
invoice indirect costs or overhead, the rate or methodology used for invoicing such costs
shall be provided to OCII and approved by OCII prior to start of work.

   d. Department of Real Estate property management services for OCII office space and shared
space in the City-owned building at 1 South Van Ness, 5th floor, pursuant to the existing
lease.

   e. Risk Management Division flood insurance program coordination.

   f. Mail pick-up, postage and delivery services for OCII’s 1 South Van Ness 5th Floor
administrative offices.

2. Budget

The following amounts represent a not-to-exceed budget unless amended through agreement signed
by both parties.

   a. OCII Executive Management: OCII Executive Director, General Counsel, and
Deputy Director, Finance & Administration salaries, employer taxes and benefits: $810,000

b. **Human Resources Support Staff:** salary, taxes and benefits, on an as-needed basis: $30,000
c. **Office of Labor Standards Enforcement Investigations:** $15,000
d. **Rent:** Per One South Van Ness existing lease at the rate of $1.88/sq. ft/month * 19,553 sq. ft * 12 months = $441,000
e. **Flood Insurance Program Coordination:** $10,000
f. **Mailing services:** $11,000

**Total Not to Exceed:** $1,317,000

3. **Reporting and Billing**

For executive management staff hired and assigned by the City Administrator’s Office to work full time for OCII pursuant to this MOU, the City Administrator’s Office shall charge salary, taxes and benefits to a unique index code. OCII shall reimburse the City Administrator’s Office for the amounts charged to that index code on at least a semi-annual basis, by January 31 for the prior July – December period, and by July 31 for the prior January through June period.

For human resources support staff assigned by the City Administrator’s Office to work partial time for OCII pursuant to this MOU, and for all other services provided to OCII by the City Administrator’s Office pursuant to this MOU, the City Administrator’s Office shall submit an invoice to OCII on at least a semi-annual basis, by January 31 for the actual cost of services requested by OCII provided during the period of the prior July 1- December 31, and by July 31 for services provided during the period of the prior January 1 – June 30, not to exceed the budgeted amount for the fiscal year. The invoice shall describe the services provided and include sufficient information to determine the methodology used to determine the costs. OCII will pay only for services directly requested by OCII. OCII shall not be charged indirect costs for ADM staff whose primary workspace is in OCII office space at 1 South Van Ness, 5th Floor.

For any given six-month period, OCII can only pay amounts approved by its Oversight Board and the State Department of Finance on a Recognized Obligations Payment Schedule (ROPS) for that period. OCII shall endeavor to budget and obtain DOF approval for amounts sufficient to pay the City Administrator’s Office in full within a timely fashion after the services are rendered and billed. To the extent OCII has insufficient authorization to pay a bill in full, OCII will endeavor to place any amount still owed on a future ROPS and to pay that amount when budget authority is available.

The OCII will pay invoices or notify the City Administrator’s Office of any questions regarding the invoice within 30 days of receipt.
4. Amendments or Termination
This MOU scope and/or budget may be amended by mutual agreement of both parties. This MOU may be terminated by either party with 30 day notice, subject to OCII payment of applicable City Administrator’s Office costs incurred through the termination date. OCII may in its sole discretion terminate the assignment of any specific employee hired and assigned by the County Administrator’s Office pursuant to this MOU at any time and for any or no reason, and in such event shall be liable only for applicable City Administrator’s Office costs incurred prior to the effective date of such assignment’s termination.

__________________________________________  _____________________________________________
Office of Community Investment and Infrastructure  Date
Tiffany Bohee, Executive Director

__________________________________________  _____________________________________________
Naomi Kelly, City Administrator  Date

Authorized by Successor Agency Resolution No. -2014
Adopted July 15, 2014