MEMORANDUM OF UNDERSTANDING
Between the San Francisco Office of Community Investment and Infrastructure and the San Francisco Office of the City Administrator,
Fiscal Years 2012-13 and Fiscal Year 2013-14

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 2012-13 (retroactively effective to July 1, 2012) and Fiscal Year 2013-14.

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

1. Services Provided by the City Administrator’s Office
   a. Payroll and human resources support for executive management serving the OCII hired through the City Administrator’s Office, including the Executive Director and two Deputy Directors.
   b. Human resource management support for OCII, including support for labor negotiations during FY 2012-13. The support level is estimated at 1 FTE for FY 2012-13 and 0.5 FTE for FY 2013-14.
   c. Services from the Office of Labor Standards Enforcement including prevailing wage investigations.
   d. Property, and risk management consulting services provided through the Office of Risk Management retroactive to July 1, 2012.
   e. Mailing and reproduction services.
   f. 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.
   g. Subject to conformance with labor Memoranda of Agreement, the City Administrator’s Office may hire additional staff to support the work of OCII by mutual agreement.

2. Budget

OCII and ADM agree that OCII shall be responsible for actual salaries, employer taxes and benefits related to staff hired by the City Administrator’s Office at the direction of OCII. Salaries for these staff are currently estimated as follows:

   a. FY2012-13
      i. OCII Executive Director and 2 Deputy Director salaries: $535,000
      ii. OCII Executive Director and Deputy Director taxes and benefits: $180,000
      iii. Human Resources support staff salary (~1 FTE 0923): $120,000
      iv. Human Resources support staff taxes and benefits: $40,000
v. Mailing and reproduction services $11,500
vi. OLSE labor standards enforcement investigations $15,000
vii. Property Insurance and risk management services $230,000
viii. One South Van Ness Rent and property management services $348,000

Estimated Total FY 2012-13 $1,479,500

b. FY 2013-14:

i. OCII Executive Director and 2 Deputy Director salaries: $550,000
ii. OCII Executive Director and Deputy Director taxes and benefits: $210,000
iii. Human Resources support staff salary (~0.5 FTE 0923): $60,000
iv. Human Resources support staff taxes and benefits: $25,000
v. Mailing and reproduction services: $11,000
vi. OLSE labor standards enforcement investigations $15,000
vii. Property Insurance and risk management services $266,000
viii. One South Van Ness Rent and property management services @ $1.88/sq. ft/month * 19,553 sq ft * 12 months = $441,000

Estimated Total FY 2013-14 $1,578,000

Note on Risk Management Services

OCII is currently exploring whether it can join the Bay Cities Joint Powers Insurance Authority (BCJPIA), which provided insurance to the former Redevelopment Agency. Should OCII obtain insurance through BCJPIA effective July 1, 2013, the City Administrator’s Office agrees that no insurance or risk management charges shall be invoiced for Fiscal Year 2013-14 unless agreed upon through a separate agreement.

Reporting and Billing

For staff hired by the City Administrator’s Office working full time for the OCII, 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 and any other staff working partial time for OCII and for all other services provided to OCII, 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 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.

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.

**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 days notice, subject to OCII payment of applicable Controller’s Office costs incurred through the termination date.

This MOU has been entered into on the date(s) below.

___________________________  __________________________
Office of Community Investment and Infrastructure  Date
Tiffany Bohee, Executive Director

___________________________  __________________________
Naomi Kelly, City Administrator  Date

Authorized by Successor Agency Resolution No. ____-2013
Adopted June ____, 2013