

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 14-2021

Adopted May 18, 2021

AUTHORIZING A PERSONAL SERVICES CONTRACT WITH GOODWIN CONSULTING GROUP, INC., A CALIFORNIA CORPORATION, FOR A THREE-YEAR TERM FOR SPECIAL TAX CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$463,432, RELATED TO MELLO-ROOS COMMUNITY FACILITIES DISTRICTS ADMINISTERED BY THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

WHEREAS, A Community Facilities District (“CFD”) is a special taxing district formed under 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, herein the “Mello-Roos Act”). The revenues supporting the activities and / or bond obligations of these districts come solely from special taxes approved by electors within the district at the time of its formation; and,

WHEREAS, In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “CRL”), the Redevelopment Agency of the City and County of San Francisco (the “Former Agency”) undertook programs for the reconstruction and construction of blighted areas in the City and County of San Francisco (“City”), including contractual obligations to form and administer CFDs within several Redevelopment Project Areas of the City; and,

WHEREAS, In accordance with these obligations, the Former Agency conducted proceedings under the Mello-Roos Act to form and administer several CFDs within Redevelopment Project Areas; and,

WHEREAS, On February 1, 2012, California law dissolved all redevelopment agencies, including the Former Agency, pursuant to California Health and Safety Code Sections 34170 et seq. (“Redevelopment Dissolution Law”). Under the Redevelopment Dissolution Law, the Successor Agency (commonly known as the Office of Community Investment and Infrastructure or "OCII") assumed the remaining authority, rights, and obligations of the Former Agency. Under San Francisco Ordinance No. 215-12 (Oct. 4, 2012), the Board of Supervisors of the City and County of San Francisco established the OCII Commission ("Commission") and delegated to the Commission its state authority under the Redevelopment Dissolution Law, including authority to act in place of the Former Agency Commission concerning implementation of the Former Agency’s enforceable obligations; and,

WHEREAS, In addition to the CFD’s formed by the Former Agency, OCII has formed a CFD consistent with the Disposition and Development Agreement for Candlestick Point-HPS Phase 2 (2010), as amended; and,

- WHEREAS, As a result, OCII now administers seven CFDs created under the Mello-Roos Act:
- Maintenance CFDs: CFD 5 Mission Bay (North and South) Maintenance District and CFD 8 Hunters Point Shipyard Phase One Maintenance are maintenance CFDs, which provide funds to operate, maintain, and repair open space parcels such as public parks and plazas in the District;
 - Infrastructure CFDs: CFD 4 Mission Bay North Public Improvements, CFD 6 Mission Bay South Public Improvements, and CFD 7 Hunters Point Shipyard Phase One Improvements are infrastructure CFDs, which provide funds to acquire and develop infrastructure such as streetscapes and sewers in the District; and,
 - Maintenance and Infrastructure CFDs: CFD 1 South Beach Improvements and Maintenance and CFD 9 Hunters Point Shipyard Phase Two / Candlestick Point Public Facilities and Services are infrastructure and maintenance CFDs; and,
- WHEREAS, Under the Mello-Roos Act, the Commission is the legislative body for the CFDs, and it creates and OCII staff administers the CFDs pursuant to the Mello-Roos Act. As such, the Commission and OCII staff's administration of the CFDs are separate from their actions under Redevelopment Dissolution Law, and thus are not subject to review by the Board of Supervisors (unless otherwise provided in the Mello-Roos Act), the Oversight Board, or the Department of Finance; and,
- WHEREAS, As administrator, OCII's responsibilities include oversight of all CFD activities including budgeting, accounting, monitoring on-going revenue and expenditures, management of bond portfolio and debt service payments, and compliance with a plethora of reporting requirements; and,
- WHEREAS, The Commission, through its OCII staff, is seeking a special tax consultant to perform a subset of its more technical administrative activities including administering the special tax; ensuring compliance with annual continuing disclosure and reporting requirements; and, as needed, providing analytical support for bond issuances and property annexations into existing CFDs; and,
- WHEREAS, OCII staff recommends procuring Special Tax Consulting Services from Goodwin Consulting Group, Inc. ("Contractor" or "Goodwin") by selecting them from a City panel for Special Tax and Fiscal Consultant Services that was established in 2020 using the City's competitive selection process, as allowed by OCII Purchasing Policy section IX, C, 5; and,
- WHEREAS, In addition to being the highest scorer on the City's panel, Goodwin has served as Special Tax Consultant for the CFDs in OCII's portfolio since 2001. Also, Goodwin participated in the formation and administration of OCII's CFDs thereby developing a deep understanding of the complexities including application of the special tax formula, land use and development tracking requirements, and annual reporting and continuing disclosure requirements; and,

WHEREAS, OCII staff recommends that the Commission approve a contract with Goodwin in an amount not to exceed \$463,432 for Special Tax Consulting services related to CFD special tax administration, reporting requirements, bond issuance, and annexation for the existing CFDs (the "Contract"). Payments under this Contract will be provided from CFD special tax revenue; and,

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

RESOLVED, That the Commission approves, and authorizes the Executive Director to execute the Contract, in the form lodged with the Secretary of the Commission, for an amount not to exceed \$463,432 with Goodwin for Special Tax Consulting services related to the existing CFDs administered by OCII; and, be it further

RESOLVED, The Commission authorizes the Executive Director of OCII to take such actions as may be necessary or appropriate, to effectuate the purpose or intent of this resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of May 18, 2021.



Commission Secretary

Exhibit A: Personal Services Contract with Goodwin

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR 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 May 15, 2021 (“**Effective Date**”) by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“**Successor Agency**” or “**OCII**”), and GOODWIN CONSULTING GROUP, INC., a California corporation (“**Contractor**” or “**Goodwin**”), in an amount Not-To-Exceed Four Hundred Sixty-Three Thousand, Four Hundred and Thirty-Two Dollars (\$463,432).

RECITALS

- A. A Community Facilities District (“**CFD**”) is a special taxing district formed under 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, herein the “**Mello-Roos Act**”). The revenues supporting the activities and / or bond obligations of these districts come solely from special taxes approved by electors within the district at the time of its formation.
- B. In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code, section 33000 et seq. the “**CRL**”), the Redevelopment Agency of the City and County of San Francisco (the “**Former Agency**”) undertook programs for the reconstruction and construction of blighted areas in the City and County of San Francisco (“**City**”), including contractual obligations to form and administer CFDs within several Redevelopment Project Areas of the City.
- C. In accordance with these obligations, the Former Agency conducted proceedings under the Mello-Roos Act to form and administer several CFDs within Redevelopment Project Areas.
- D. On February 1, 2012, California law dissolved all redevelopment agencies, including the Former Agency, pursuant to California Health and Safety Code Sections 34170 *et seq.* (“**Redevelopment Dissolution Law**”). Under the Redevelopment Dissolution Law, the Successor Agency (commonly known as the Office of Community Investment and Infrastructure or “**OCII**”) assumed the remaining authority, rights, and obligations of the Former Agency. Under San Francisco Ordinance No. 215-12 (Oct. 4, 2012), the Board of Supervisors of the City and County of San Francisco established the OCII Commission (“**Commission**”) and delegated to the Commission the state authority under the

Redevelopment Dissolution Law, including authority to act in place of the Former Agency Commission concerning implementation of the Former Agency's enforceable obligations.

- E. In addition to the CFD's formed by the Former Agency, OCII has formed a CFD consistent with the Disposition and Development Agreement for Candlestick Point-HPS Phase 2 (2010), as amended.
- F. As a result, OCII now administers seven CFDs created under the Act:
 - a. Maintenance CFDs. CFD 5 Mission Bay (North and South) Maintenance District and CFD 8 Hunters Point Shipyard Phase One Maintenance are maintenance CFDs, which provide funds to operate, maintain, and repair open space parcels such as public parks and plazas in the District.
 - b. Infrastructure CFDs. CFD 4 Mission Bay North Public Improvements, CFD 6 Mission Bay South Public Improvements, and CFD 7 Hunters Point Shipyard Phase One Improvements are infrastructure CFDs, which provide funds to acquire and develop infrastructure such as streetscapes and sewers in the District.
 - c. Maintenance and Infrastructure CFDs. CFD 1 South Beach Improvements and Maintenance and CFD 9 Hunters Point Shipyard Phase Two / Candlestick Point Public Facilities and Services are infrastructure and maintenance CFDs.
- G. Under the Mello-Roos Act, the Commission is the legislative body for the CFDs that it creates and OCII administers the CFDs pursuant to the Mello-Roos Act. As such, OCII's administration of the CFDs are separate from their actions under Redevelopment Dissolution Law, and thus are not subject to review by the Board of Supervisors (unless otherwise provided in the Mello-Roos Act), the Oversight Board, or the Department of Finance.
- H. As administrator, OCII's responsibilities include oversight of all CFD activities including budgeting, accounting, monitoring on-going revenue and expenditures, managing the bond portfolio and debt service payments, and complying with a plethora of reporting requirements.
- I. OCII is seeking a special tax consultant to perform a subset of its more technical administrative activities including administering the special tax; ensuring compliance with annual continuing disclosure and reporting requirements; and, as needed, providing analytical support for bond issuances and property annexations into existing CFDs.
- J. Section IX, C, 5 of the OCII Purchasing Policy states: "In addition, Agency staff may select a Contractor from a City panel that was established using the City's competitive selection process, to the same extent that Agency staff may select a Contractor from an Agency panel authorized under this Purchasing Policy."
- K. The San Francisco Controller's Office issued a Request for Qualifications ("RFQ") on January 13, 2020 for Special Tax and Fiscal Consultant Services (CON RFQ2018-02A).

A panel of three firms was formed in 2020 as a result of the RFQ, and Goodwin Consulting Group, Inc. was the highest point scorer for the Special Tax Consultant Services portion of this RFQ.

- L. In addition to being the highest scorer on the Controller's Office RFQ, Goodwin has served as Special Tax Consultant for the CFDs in OCII's portfolio since 2001. Also, Goodwin participated in the formation of OCII's CFDs, thereby developing a deep understanding of the complexities of OCII's CFDs, including application of the special tax formula, land use and development tracking requirements, and annual reporting and continuing disclosure requirements. Therefore, Goodwin is uniquely qualified to provide the special tax consulting services required by OCII.
- M. Payments under this Contract will be provided from CFD special tax revenue.
- N. OCII staff recommend procuring Special Tax Consulting Services from Goodwin by selecting them from this existing panel as allowed by OCII Purchasing Policy section IX, C, 5.

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on **Appendix A**, "Scope of Services".

2. TIME OF COMPLETION

The term of this Contract shall begin on June 1, 2021 and end on May 31, 2024 unless earlier terminated in accordance with this Contract. The work under this Contract shall commence as of the Effective Date of the Contract.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is not to exceed Four Hundred Sixty-Three Thousand, Four Hundred and Thirty-Two Dollars (\$463,432). Payment shall be made according to the schedule and terms described on **Appendix B**, "Budget and Fee Schedule". All expenses of Contractor are included in the amounts payable pursuant to Appendix B, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor's signature. OCII staff will review and approve these invoices for payment.

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII 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. OCII 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 OCII which exists solely for the benefit of OCII employees during the Contract Term.

4. NO PERSONAL LIABILITY

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

6. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits applicable to similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provision in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provision. 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.

7. INDEMNIFICATION

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, 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 OCII'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 OCII, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII 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 OCII and continues at all times thereafter. 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.

8. 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 OCII. 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.

9. INSURANCE

A. Insurance. 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 9, OCII 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: For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: \$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

(\$4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

(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: \$1,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, the Contractor shall maintain these minimum limits for no less than three (3) 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 OCII. At the option of OCII, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to OCII, 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 OCII 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 "Office of Community Investment and Infrastructure/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 OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by OCII, 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 OCII, 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 OCII.
- (5) Contractor hereby grants to OCII a waiver of any right to subrogation which any insurer of said Contractor may acquire against OCII 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 OCII 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 OCII's Risk Manager.

G. Verification of Coverage. Contractor must furnish OCII 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 OCII. All certificates and endorsements are to be received and approved by OCII before work commences. OCII 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. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with OCII with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, 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 OCII may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as OCII may deem necessary, there shall be made available to OCII or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit OCII 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.

11. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of OCII 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.

12. CONTRACTOR'S DUTY OF LOYALTY

Contractor for itself and subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which OCII 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."

13. 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 OCII 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 OCII 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.

14. 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 OCII. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OCII, but are subject to disclosure under the Public Records Act, Cal. Gov't Code §§ 6250 et seq., and the OCII Public Records Policy (Former San Francisco Redevelopment Agency), Agency Resolution No. 182-2005 (Nov. 1, 2005).

15. 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.

16. 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 OCII's Nondiscrimination in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time. The City and County of San Francisco has certified Contractor as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See vendor no. 86501 on list of Vendors that Comply with

Chapter 12B Equal Benefits Ordinance, available at <http://sfgsa.org/index.aspx?page=6128> (as of March 25, 2021). Accordingly, OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

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.

17. SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises (“SBE”) Program that was adopted by Agency Resolution No. 43-2015 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.

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 OCII contract and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that OCII has the sole discretion to modify the 50% SBE participation goal consistent with the SBE Program.

OCII 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 OCII’s SBE Program. Those other programs include: City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification, information available at - <http://sfgsa.org/index.aspx?page=5364>; and State of California – Small Business Enterprises certification – <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII’s SBE Program.

Contractor will perform the scope of services outlined in this contract with its own labor force and states it will not subcontract any portion of its work. Accordingly, the SBE agreement is not applicable.

18. 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 OCII’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 **Appendix E** “Health Care Accountability Policy Declaration” and **Appendix F** “Minimum Compensation Policy Declaration”). 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.

19. TERMINATION

OCII 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, OCII shall compensate the Contractor for work completed to the satisfaction of OCII as of the date of such notice or the date of termination specified in and directed by such notice.

20. 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 OCII: Office of Community Investment and Infrastructure/Successor
Agency to the San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Melissa Whitehouse

If to Contractor: Goodwin Consulting Group, Inc.
333 University Avenue, Suite 160
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 OCII 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 OCII 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 OCII 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 OCII affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and OCII 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 OCII for this Contract is Melissa Whitehouse; OCII representative's email is Melissa.Whitehouse@sfgov.org. The initial Contractor designated representative for this Contract is Susan Goodwin; the Contractor's designated representative's phone number is (916) 561-0890.

[Signatures begin on the following page]

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

GOODWIN CONSULTING GROUP, Inc., a California corporation

By: _____
Susan Goodwin
Managing Principal

Federal Tax Identification No. 94-3393430

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

By: _____
Sally Oerth
Interim Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

Authorized by Resolution No. _____, adopted _____.

APPENDICES

- Appendix A: Scope of Services
- Appendix B: Budget and Fee Schedule
- Appendix C: Nondiscrimination in Contracts and Benefits [Intentionally Omitted]
- Appendix D: SBE Agreement [Intentionally Omitted]
- Appendix E: Health Care Accountability Policy
- Appendix F: Minimum Compensation Policy Declaration

APPENDIX A

CITY AND COUNTY OF SAN FRANCISCO OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE COMMUNITY FACILITIES DISTRICT (CFD) ADMINISTRATION

SCOPE OF SERVICES

Goodwin Consulting Group (GCG) will provide the following Scope of Services to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (Office of Community Investment and Infrastructure or “OCII”) related to the annual administration of multiple Mello-Roos Community Facilities Districts formed by OCII. If OCII chooses to provide any of the identified services in-house, only the remaining sections of the Scope of Services and budget will apply.

A. CFD SPECIAL TAX ADMINISTRATION AND REPORTING REQUIREMENTS (ANNUAL SERVICES)

A-1a. Background Research

GCG will gather information and construct databases that will be used to calculate the annual special tax levy for each CFD. This task will include the following:

Map & Parcel Research: Identify and obtain copies of all subdivision, final and parcel maps. Identify all relevant information such as date of subdivision, property use, sub-block, and acreage of each parcel in the CFDs. Once the assessor’s tax roll has been closed for the upcoming fiscal year, review the Assessor parcel maps from and determine the block and lot numbers that will be valid for the fiscal year.

Building Permit Tracking: Monitor on an annual basis the issuance of building permits in the CFDs, the type of land use for which such permits are issued, the building square footage, number of units, number of bedrooms, or other relevant data from each building permit.

Classification of Property: Pursuant to the Rate and Method of Apportionment (RMA) of Special Tax for each CFD, categorize each parcel to the appropriate special tax classification.

Expected Land Uses: Pursuant to the RMA, establish the base Expected Land Uses against which Land Use Changes will be tested.

Database Management: Prepare a database for each CFD that includes all properties, parcel numbers, square footage, assigned tax categories, and other relevant information which will allow for the assignment of the special tax pursuant to the RMA.

A-1b. Annual Special Tax Levy Calculation

Separately for each CFD, GCG will calculate the special tax levy for each taxable parcel by applying the RMA. GCG will review bond documents and coordinate with OCII to identify all

CFD expenses, including annual debt service, administrative expenses, and collection costs. Any applicable surplus special taxes, interest earnings, and other credits will be applied to pay for authorized facilities or to reduce the annual special tax levy. GCG will also review account statements from the fiscal agent or trustee to monitor interest earnings that are available to reduce the annual special tax levy.

A-1c. Annual Special Tax Enrollment

GCG will compile a list of parcels in the CFDs that will be subject to the special tax levy and format it in compliance with the specific formatting instructions of the Auditor-Controller's office. The formatted tax levies will be submitted to the Controller's Office on or before the specified deadline for inclusion on the consolidated property tax bills.

A-1d. Delinquent Special Tax Reporting

GCG will monitor the Controller's tax collection summaries and report on delinquent parcels and corresponding delinquent CFD taxes. After review of delinquencies with OCII, GCG will prepare and mail demand letters to property owners with delinquent special taxes. Additionally, GCG will work with OCII to ensure compliance with foreclosure covenants and provisions in the bond documents.

A-1e. Answer Inquiries from Various Parties

GCG will respond to property owners, realtors, title companies, appraisers and other parties' questions regarding the special tax and other CFD related issues. A GCG staff member will be listed as the contact for calls that are received by the Treasurer-Tax Collector's Office; most calls will be responded to on the day received.

A-1f. Coordination of Foreclosure Activities

GCG will assist OCII in complying with provisions in bond indentures or fiscal agent agreements regarding actions to be taken in the event of a foreclosure on a property due to tax delinquency. GCG will coordinate with OCII staff and legal counsel to identify those parcels for which judicial foreclosure will be initiated.

A-1g. Prepayment Calculation

GCG will provide developers, title agents and other interested parties with prepayment based on the prepayment formula set forth, if any, in the RMA for the CFD in which the property is located.

A-1h. Bond Redemption Administration

GCG will work with homebuilders, title agents and bond trustees to ensure that prepayment checks are processed properly, and the correct bond amount is redeemed at each interest payment date. GCG will further ensure that prepayment amounts are allocated to the appropriate CFD accounts.

A-2a. Preparation of CFD Administration Reports

GCG will annually prepare a special tax administration report for each CFD that summarizes the land uses within the CFD, as well as the calculation of the Special Tax Requirement. An

explanation of the methodology employed to calculate the special taxes levied will be incorporated. The report will also include annual reporting items required by Senate Bill 165 (Local Agency Special Tax and Bond Accountability Act). The appendix to this report will identify the special tax levy for each assessor's parcel for the fiscal year.

A-2b. Continuing Disclosure

GCG will provide information to the Municipal Securities Rulemaking Board (pursuant to S.E.C. regulations) and the California Debt and Investment Advisory Commission (pursuant to Senate Bill 1464) and prepare special tax disclosure materials to home buyers as specified in Senate Bill 1464. This task shall include the following subtasks:

- Prepare the annual Continuing Disclosure Report and respond to secondary information requirements set forth in SEC Section 15c2-12, as amended.
- Submit the annual Fiscal Report as specified in Government Code Section 53359.5 to the California Debt and Investment Advisory Commission by October of each year.
- Submit the annual Debt Transparency Report required pursuant to SB 1029 to the California Debt and Investment Advisory Commission by January 31 of each year.
- Prepare special tax disclosure materials on OCII's behalf for resale properties as required by Government Code Section 53340.2.
- Pursuant to SB 165, the Local Agency Special Tax and Bond Accountability Act, prepare annual reporting requirements regarding the disposition of the special taxes collected and bonds issued by a local public agency during the past fiscal year.

Each year, GCG will also contact landowners within the CFD who are subject to continuing disclosure requirements to remind them of their disclosure obligations and provide guidance as to the format in which the information should be provided.

B. BOND ISSUANCES (AS-NEEDED SERVICES)

Each time a series of bonds is issued on behalf of a CFD, GCG shall provide the following tasks in association with such issuance:

B-1. Inventory of Parcels, Acreage and Ownership

GCG 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 information needed to provide a status report 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. Based on this information, GCG will prepare tables included in the Official Statement as described in Task B-3 below.

B-2. CFD Revenue Projections

GCG will use the information compiled in Task B-1 to prepare special tax projections that will be used by the financial advisor and underwriter to size bond issues for the CFDs. The analysis will assist in evaluating special tax coverage, available bonding capacity, and anticipated burdens on undeveloped property after the bond sale. GCG will prepare multiple iterations of the revenue projection, based on the status of development as of the most recent tax levy and based on anticipated project buildout.

B-3. Contributions to Official Statement

GCG will work 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. Generally, multiple iterations of the tables will be required after review by the financing team, and in response to questions and comments from potential bond investors. GCG will also review the Official Statement to ensure that the special tax formula and development status within the CFD is accurately reflected.

B-4. Review of Bond Documents

In coordination with the working group, GCG will review and contribute to other documents required as part of the bond issuance process. Specifically, GCG will:

- Review the Bond Purchase Agreement, Fiscal Agent Agreement and/or Bond Indenture to assure that the flow of special tax revenues and interest earnings as set forth in these documents are consistent with assumptions used in the Mello-Roos cash flow analysis
- Participate in document review meetings, calls with potential investors, and other coordination among the financing team as part of preparing for, and marketing of, the bond issue
- Execute a “Special Tax Certification Statement” that confirms to investors the adequacy of special tax payments to meet CFD obligations

B-5. Meeting Attendance and General Consulting Services

GCG will 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. In addition, GCG will be available to answer questions and provide information to the developer, builders, sales associates, the appraiser (if applicable), and other interested parties.

C. ANNEXATIONS (AS-NEEDED SERVICES)

When properties propose to annex into a CFD, GCG shall provide some or all of the following tasks, as applicable to the particular CFD:

- GCG will attend meetings and participate in conference calls with the working group related to the annexation of property.

- If property within a future annexation area annexes into the CFD as a separate improvement area, GCG will prepare the RMA specific to that improvement area.
- If the annexing property is not included within a future annexation area, GCG will prepare an RMA applicable to the area being annexed.
- GCG will determine the maximum special tax revenues available from the annexed area so the bond underwriter can determine the bonding capacity from the annexed area.
- If applicable, GCG will record a consolidated CFD boundary map reflecting the expanded CFD boundaries after the annexation, including identification of new improvement areas, if applicable.
- GCG will record an Amended Notice of Special Tax Lien against parcels in the annexation area
- For property within a future annexation area, GCG will produce the Rate Supplement for the Unanimous Consent Form prepared by bond counsel.

APPENDIX B
CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
COMMUNITY FACILITIES DISTRICT (CFD) ADMINISTRATION
BUDGET AND FEE SCHEDULE

The budget for services associated with the Scope of Services set forth in Appendix A is separated into three primary components, delineated as follows:

- A. CFD Special Tax Administration and Reporting Requirements (Annual Services)
- B. Bond Issuances (As-Needed Services)
- C. Property Annexations (As-Needed Services)

Category A from the Scope of Services are annual tasks, whereas categories B and C are as needed scopes of services. The total cost of the Scope of Services will not exceed \$463,432 over the next three years as follows:

Expenditure	Annual / As Needed	Amount
CFD Special Tax Administration & Reporting Requirements	Annual	\$285,932
Bond Issuance & Property Annexations	As Needed	\$177,500
Total		\$463,432

A. CFD Special Tax Administration and Reporting Requirements (Annual Services)

CFD Special Tax Administration encompasses those tasks which must be completed on an annual basis to prepare the special tax levy and track the collection of special taxes within the CFDs. Continuing Disclosure will be required on an annual basis pursuant to requirements of both the Securities and Exchange Commission and the California Debt and Investment Advisory Commission. GCG will provide all required reports, respond to follow-up phone calls, and monitor events associated with the CFD that trigger expanded disclosure requirements. The budget for Special Tax Administration and Continuing Disclosure services will be based on time and materials, based on the hourly rates set forth below, not to exceed the following amounts for fiscal year 2021-22:

<u>CFD</u>	<u>Maximum Fee for FY 2021-22</u>
CFD No. 1	\$6,000
CFD No. 4	\$1,500
CFD No. 5	\$10,000
CFD No. 6	\$15,000 + \$350 per prepayment
CFD No. 7	\$25,000 + \$350 per prepayment
CFD No. 8	\$8,200
CFD No. 9	\$25,000 + \$20,000 for each additional improvement area + \$350 per prepayment

These maximum fees may be subject to an inflation adjustment after fiscal year 2021-22 (not to exceed five percent per year). Billings will be based on the following hourly billing rates:

Goodwin Hourly Service Rates*	
Position	Hourly Rate
Managing Principal	\$330 / Hour
Senior Principal	\$320 / Hour
Principal	\$285 / Hour
Vice President	\$250 / Hour
Senior Associate	\$225 / Hour
Associate	\$210 / Hour
Analyst	\$200 / Hour
Research Assistant	\$90 / Hour
<i>*Subject to annual escalation not to exceed 5% per year.</i>	

B. Bond Issuance (As-Needed Services)

The fee for services associated with bond issuance, which amount shall be paid from bond proceeds if and when bonds are issued, shall be determined based on the following fee schedule, which may be adjusted after fiscal year 2021-22 by an amount not to exceed five percent per year:

<u>Bond Issue Size</u>	<u>Total Fee</u>
Up to \$10,000,000	\$65,000
\$10,000,000 - \$30,000,000	\$65,000 + .0010 of amount over \$10,000,000
\$30,000,000 - \$50,000,000	\$85,000 + .0008 of amount over \$30,000,000
\$50,000,000 +	\$101,000 + .0005 of amount over \$50,000,000

C. Property Annexations (As-Needed Services)

The budget for services associated with annexations into a CFD is \$3,500 per annexation if a separate RMA is not required for the annexed area, or \$11,500 if a separate RMA is required. These budgets may be adjusted for inflation after fiscal year 2021-22 by an amount not to exceed five percent per year.

Appendix E – Health Care Accountability Policy

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (“OCII”) (as Successor Agency to the Redevelopment Agency) adopted the San Francisco Health Care Accountability Policy (the “HCAP”), which became effective on September 25, 2001. The HCAP requires contractors and subcontractors that provide services to OCII, contractors and subcontractors that enter into leases with OCII, and parties providing services to tenants and sub-tenants on OCII property to offer health plan benefits to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits established by the San Francisco Department of Public Health (“SFDPH”), as approved by the OCII Commission; (2) pay OCII an amount equivalent to the current fee established by the SFDPH for each hour the employee works on the covered contract or subcontract or on property covered by a lease and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured; or (3) participate in a health benefits program developed and offered by SFDPH. The minimum health plan standards and fees established by SFDPH are published at <https://sfgov.org/olse/health-care-accountability-ordinance-hcao>.

The OCII may require contractors to submit reports on the number of employees affected by the HCAP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the HCAP will have the following effect:

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.
- if a contractor does not provide the HCAP’s minimum benefits, OCII can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII’s contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII’s contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the HCAP, available from the OCII’s Contract Compliance Department at: (415) 749-2400 or <http://sfocii.org/policies-and-procedures>.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure, 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Signature

2/26/21
Date

Susan Goodwin
Print Name

Goodwin Consulting Group, Inc.
Company Name

(916) 561-0890
Phone

Appendix F – Minimum Compensation Policy

MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (“OCII”) (Successor Agency to the San Francisco Redevelopment Agency) adopted the Minimum Compensation Policy (“MCP”), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The Minimum Compensation rate adjusts automatically to match the wage rate required by the City and County of San Francisco’s Minimum Compensation Ordinance. Contractor is obligated to keep informed of the then-current requirements, which are published at <https://sfgov.org/olse/minimum-compensation-ordinance-mco>.

The OCII may require contractors to submit reports on the number of employees affected by the MCP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the MCP will have the following effect:

- in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.
- if a contractor does not provide the MCP minimum benefits, OCII can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII’s contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or <http://sfocii.org/policies-and-procedures>.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure, 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Signature

2/26/21
Date

Susan Goodwin
Print Name

Goodwin Consulting Group, Inc.
Company Name

(916) 561-0890
Phone