

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 17-2022

Adopted June 21, 2022

AUTHORIZING A PERSONAL SERVICES CONTRACT WITH PARKLAB OPEN SPACE MANAGEMENT, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR THE PROPERTY MANAGEMENT AND MAINTENANCE OF THE MISSION BAY OPEN SPACE SYSTEM FOR A TERM OF ONE YEAR, FROM JULY 1, 2022 TO JUNE 30, 2023; AUTHORIZING A MAXIMUM CONTRACT AMOUNT NOT TO EXCEED \$2,386,281 INCLUDING A MAXIMUM CONTRACTOR COMPENSATION AMOUNT NOT TO EXCEED \$223,580; MISSION BAY NORTH AND SOUTH REDEVELOPMENT PROJECT AREAS

BASIS FOR RESOLUTION

WHEREAS, The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure) (the “Successor Agency” or “OCII”) is completing the enforceable obligations of the Redevelopment Agency of the City and County of San Francisco (the “Former Agency”) in the Mission Bay North and Mission Bay South Project Areas (the “Project Areas”) under the authority of the California Community Redevelopment Law, Cal. Health & Safety Code §§ 33000 et seq., as amended by the Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 et seq., and under San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission and delegating to it state authority under the Redevelopment Dissolution Law); and,

WHEREAS, On October 26, 1998, the Board of Supervisors of the City and County of San Francisco approved and adopted the Redevelopment Plan for the Mission Bay North Redevelopment Project Area; on November 2, 1998, it approved and adopted the Redevelopment Plan for the Mission Bay South Redevelopment Project Area (collectively the “Plans”). The Plans and their implementing documents, as defined in the Plans, constitute the Plan Documents; and,

WHEREAS, In November 1998, the Former Agency and Catellus Development Corporation entered into two owner participation agreements establishing development obligations within their respective Plan areas: one for Mission Bay North (the "North OPA") and one for Mission Bay South (the "South OPA") (collectively, the “OPAs”). Under the OPAs, the Owner (as defined therein) is required to finance and build 41 acres of public open space on parcels of land in the Plans’ areas owned by the City and County of San Francisco (“City”) or the Port of San Francisco (“Open Space Parcels”), which are to be leased to the Successor Agency at the time of improvement (once constructed and so leased, the “Mission Bay Open Space System”). The Open Space Parcels are constructed in phases together with associated residential and/or commercial development. Under the Plan Documents, the Successor Agency is responsible for managing and operating the Mission Bay Open Space System until 2046; and,

WHEREAS, Acting under the Mello-Roos Community Facilities Act of 1982, Cal. Government Code § 53311 et seq., the Former Agency Commission formed, by Resolution No. 217-99 (Dec. 19, 1999), Community Facilities District No. 5 (“CFD No. 5”) and authorized, by Ordinance No. 2-99 (Jan. 11, 2000), the levy of special taxes. CFD No. 5 provides funds for maintenance and operation of the Mission Bay Open Space System, as authorized under Section 53313 of the California Government Code and the Local Goals and Policies for Community Facilities District (Agency Resolution No. 79-2008 (July 15, 2008)). The special taxes for park operations will remain in place for 45 years and pay for all costs relating to OCII’s operation and management of the Mission Bay Open Space System. As the successor in interest to the Former Agency, OCII is the administrator of CFD No. 5; and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies, including The Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, the (“Former Agency”), by operation of law pursuant to California Health and Safety Code Sections 34170 et seq. (“Redevelopment Dissolution Law”). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 adopted on Oct. 4, 2012 (establishing the Successor Agency Commission (“Commission”) and delegating to it state authority under the Redevelopment Dissolution Law), OCII is administering the enforceable obligations of the Former Agency; and,

WHEREAS, As a result of these legislative acts the Successor Agency (1) became a separate public entity from the City and County of San Francisco (the “City”), and (2) has leasehold interest of improved Open Space Parcels of land owned by the City and leased to the Former Agency by the City, acting through its Department of Real Estate or through the Port of San Francisco, under a ground lease (“Ground Lease by and between The City and County of San Francisco and Redevelopment Agency of the City and County of San Francisco” (Nov. 16, 2001), as amended from time to time or “Ground Lease”), located in the Mission Bay North Redevelopment Project Area and Mission Bay South Redevelopment Project Area through 2046, as amended from time to time to increase the premises as Open Space Parcels are improved; and,

WHEREAS, All costs for the operation and management of the Open Space Parcels are funded by CFD No. 5. The Successor Agency has a continuing obligation to remain the administrator of CFD No. 5, which runs out in fiscal year 2043 – 2044; and,


WHEREAS, The Redevelopment Dissolution Law requires OCII to dispose of any fee interests or leasehold interests it has in real property under a Long-Range Property Management Plan (“PMP”), which must be submitted to the State of California Department of Finance (“DOF”). DOF approved the Successor Agency’s PMP on December 7, 2015. The PMP proposes the early termination of the OCII’s Ground Lease for the Open Space Parcels in phases after completion. This termination is subject to the further review and consent of affected parties, including the Mission Bay master developer, FOCIL-MB, LLC, the successor-in-interest to Catellus Development Corporation, and subject to OCII’s continuing obligations as the CFD No. 5 administrator in compliance with the Mello-Roos Community Facilities Act of 1982; and,

- WHEREAS, On July 19, 2016, the Commission approved by Resolution No. 34-2016, a Personal Services Contract (the “MJM Contract”) with MJM for property management of the Mission Bay Open Space System for an initial term of three years with one three-year option to extend the contract. On June 12, 2019, due to MJM’s satisfactory performance under the Contract, including compliance with OCII’s policies regarding contract compliance, the Executive Director exercised the extension option and the MJM Contract was extended for an additional three years until June 30, 2022; and,
- WHEREAS, As required under Redevelopment Dissolution Law, Cal. Health & Safety Code § 34181 (a) and the PMP, OCII, in consultation and cooperation with the City and Port, is seeking to terminate the Ground Lease over certain Open Space Parcels accepted by the City by July 1, 2023; and,
- WHEREAS, OCII, through a sole source selection process, has negotiated a new personal services contract with a term of one year, ending on June 30, 2023 (“Contract”) with Parklab Open Space Management LLC (“POSM”). The Contract includes a Scope of Services, Fiscal Year 2022-23 Budget, and a maximum contract management fee; and,
- WHEREAS, POSM is a State-certified SBE and its proposed subconsultants Robert W. Poyas DBA RWP Landscaping Inc. and Aim to Please Janitorial Services, are City-certified small business enterprises, and are well qualified to provide property management and maintenance services for the Facilities; and,
- WHEREAS, The Purchasing Policy authorizes OCII to award the Contract under the sole source method in light of unique circumstances, which include OCII’s implementation of the PMP, the cessation of the former contractor (MJM), and the short-term nature of the contract. These unusual conditions put OCII’s assets and financial investments at risk and establish an urgent need for appropriate property management of the Open Space Parcels. See Section IX.D.1.e. of OCII’s Purchasing Policy; and,
- WHEREAS, The services performed and fees paid under the Contract are consistent with the Services authorized by Former Agency Commission Resolution No. 217-99 creating CFD No. 5; and,
- WHEREAS, The Fiscal Year 2022-23 Contract amount is consistent with Commission Resolution No. 13-2022 approving the CFD budget for FY 2022-23; and,
- WHEREAS, At its January 13, 2022 meeting, the Mission Bay Citizens Advisory Committee recommended to the Commission that it authorize the Executive Director to enter into a Contract with POSM; and,
- WHEREAS, Approval of the Contract with POSM is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15301 and 15304 because it authorizes the operation, repair, maintenance or minor alteration of existing facilities or topographical features with negligible or no expansion of existing uses and minor alterations to land; now, therefore, be it
- RESOLVED, That the Commission authorizes the Executive Director to execute, substantially in the form of Exhibit A to this Resolution, the Contract with POSM for property management of the Mission Bay Open Space System for a term of one year; and be it further

RESOLVED, Commission authorization is conditioned on POSM meeting all requirements of the Contract, as defined in the Contract, prior to the Effective Date, including but not limited to insurance coverage; and be it further

RESOLVED, That the Commission authorizes a Fiscal Year 2022-23 maximum operating and capital budget of \$2,386,281, and a total maximum contractor compensation not to exceed \$223,580.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of June 21, 2022 .



Commission Secretary

Exhibit A: Parklab Open Space Management, LLC Personal Services Contract

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT
(Property Management Services – Mission Bay Open Space System)

This PERSONAL SERVICES CONTRACT (“Contract”) is entered into as of the _____ day of _____, 2022 (“Effective Date”) by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body established and existing pursuant to state law (commonly referred to as the Office of Community Investment and Infrastructure, or “OCII”), and Parklab Open Space Management, a California limited liability company (“Contractor”).

RECITALS

- A. 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 (“Former Agency”) and the Board of Supervisors of the City and County of San Francisco (the “City”) established the Mission Bay North Redevelopment Project Area and Mission Bay South Redevelopment Project Area (“Project Areas”).
- B. In accordance with the CRL, the City, acting through its Board of Supervisors, approved the Redevelopment Plan for the Mission Bay North Redevelopment Project Area adopted on October 26, 1998, by Ordinance No. 327-98, and approved the Redevelopment Plan for the Mission Bay South Redevelopment Project Area adopted on November 2, 1998, by Ordinance No. 335-98 (collectively the “Plans”). The Plans and their implementing documents, as defined in the Plans, constitute the Plan Documents. In cooperation with the City, the Former Agency was responsible for implementing the Redevelopment Plan.
- C. In November 1998, the Former Agency and Catellus Development Corporation (predecessor-in-interest to FOCIL-MB, LLC, a Delaware limited liability company) entered into the Mission Bay South Owner Participation Agreement and Mission Bay South Owner Participation Agreement establishing development obligations within the Project Areas (collectively, the “OPAs”).
- D. As required by the OPAs and consistent with the Plan Documents, the Owner (as defined therein) is required to construct public open space on parcels of land in the Project Areas owned by the City or the Port of San Francisco, which are to be leased to the Successor Agency at the time of improvement (once constructed and so leased, the “Mission Bay Open Space System”) and the Agency is obligated to reimburse the Owner for the costs of construction.
- E. The Former Agency formed, by Resolution No. 217-99 (Dec. 21, 1999), Community Facilities District No. 5, and authorized, by Ordinance No. 1-99 (Jan. 13, 2000), the levy

of special taxes under the Mello-Roos Community Facilities Act, Cal. Govt Code §§ 53311 et seq., for the purpose of funding the operation and maintenance of the Open Space Parcels. The Successor Agency has a continuing obligation to remain the administrator of CFD No. 5, which expires in fiscal year 2043 – 2044.

- F. On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Sections 34170 et seq. ("Redevelopment Dissolution Law"). Under the authority of the Redevelopment Dissolution Law and under San Francisco Ordinance No. 215-12 adopted on Oct. 4, 2012 (establishing the Successor Agency Commission ("Commission") and delegating to it state authority under the Redevelopment Dissolution Law), OCII is administering the enforceable obligations of the Former Agency, including the OPAs.
- G. On December 7, 2015, the State Department of Finance ("DOF") approved, under the Redevelopment Dissolution Law, the Successor Agency's long range property management plan ("PMP"), which requires, among other things, the early termination of OCII's leasehold interest in the Open Space Parcels for the purpose of complying with the requirement under Redevelopment Dissolution Law that the Former Agency's real property assets with a governmental purpose shall be transferred to the City. Oversight Board Resolution No. 14-2015 authorizes OCII, upon approval of the PMP, to take all actions as needed, to the extent permitted under applicable law, to implement the PMP.
- H. OCII's current contractor who manages the Open Space Parcels, MJM Management Group ("MJM"), is going out of business and is unable to provide management services prior to the transfer of these responsibilities to the City, which is scheduled to occur on or before July 1, 2023.
- I. OCII is entering into a sole source contract with the Contractor, which is a newly-formed entity consisting of certain personnel who have worked as MJM employees in managing and operating the Open Space Parcels. In light of the imminent transfer of park management services to the City and MJM's unavailability to continue with a short-term extension of its current contract, there is an urgent need for appropriate property management of the Open Space Parcels. Under these circumstances, the Purchasing Policy does not require the use of other procurement methods, which would result in additional delay and uncertainty. Section IX.D.1.e. of OCII's Purchasing Policy.
- J. CFD No. 5 will fund the cost of the Contractor's management fee for the one-year Contract for the Open Space Parcels for Fiscal Year 2022-2023, subject to the funding provisions of the Contract.

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

1. SCOPE OF SERVICES

Contractor shall provide comprehensive property management services, including management, landscape, janitorial, general maintenance, and security services to maintain the Mission Bay Open Space System in a first-class condition for public use and enjoyment as generally described herein and as described in more detail in the services described on **Attachment A**, “Scope of Services” and will provide the reports specified in **Attachment G**, “Reporting Requirements”.

A. Completed and Phase-In Open Space Parcels. The following Open Space Parcels have already been completed and are open to the public (“Completed Parcels”). The Completed Parcels are illustrated in **Attachment H**, “Mission Bay Open Space System Map.” Commencing upon the start of the Contract Term (as defined below), the Contractor shall provide property management services (as described in **Attachment A**) to and on the Completed Parcels, which are listed below (and also shown on **Attachment H**):

Completed Parcels

- P1 of Mission Creek Park
- P10
- P16 of Mission Bay Commons
- P17 of Mission Bay Commons
- P18 of Bayfront Park
- P21 of Bayfront Park
- NP1 - NP3 of Mission Creek Park*
- NP4 of Mission Creek Park
- NP5 of Mission Creek Park
- P5
- P6 Kids Park
- P11/11a
- P19
- P23 of Bayfront Park
- P24 of Bayfront Park
- P26 of Mariposa Park

** Parcels NP1, NP2, and NP3 are considered one open space parcel for the purpose of this Contract.*

Phase-in Parcel. An additional Open Space Parcel, P3, will be completed and included in the Mission Bay Open Space System during the term of this Contract and will be included in this Contract and subject to Contractor’s management obligation (“Phase-in Parcel”). The Phase-In Parcel is depicted in **Attachment H** and in Attachment 2 of the Mission Bay South Redevelopment Plan. OCII will provide the Contractor with a fifteen (15) day prior written notice specifying the date on which the Phase-in Parcel will be included within the Contractor’s obligations under this Contract.

B. Modifications to the Scope of Services. The Scope of Services shall not be modified without OCII Commission approval, and any proposed modification is subject to the availability of funds in CFD No.5. The Contractor shall submit a request for scope modification with supporting documentation, including cost estimates. Any scope modification that exceeds

the Approved Budget and results in a continuous, ongoing budget expense or is an unforeseen capital expense that occurs through no fault of the Contractor must be processed through the Budget Amendment process described in Section 4.A. The Contractor shall employ appropriate practices to track scope amendments, which shall be detailed in the Monthly Invoice and Management Report as described in **Attachment G**, Reporting Requirements.

C. Subcontractors

1. Approval of Subcontractors. The Contractor is authorized to enter into contracts to obtain the services, materials, and other incidentals necessary to carrying out its responsibilities set forth in this Contract, subject to the Contractor’s compliance with OCII’s Purchasing Policy (dated November 15, 2011 as it may be amended from time to time) and subcontractor’s compliance with all OCII policies applicable to Contractor hereunder.

2. Approved Subcontractors. In compliance with OCII’s Purchasing Policy, the Contractor has engaged qualified professional contractors that are additionally required to carry out the Scope of Services (“**Subcontractors**”). These Subcontractors include Robert W. Poyas, Inc., a Small Business Enterprise, for landscape services; Aim to Please Janitorial Services, a Small Business Enterprise, for janitorial and general maintenance services; Streetplus Company for security services in the evenings; and Patrol Special Services for security services overnight into the mornings.

3. Contractor Responsibility. The Contractor is fully responsible for the performance and for the quality of the products and services provided to OCII by the Contractor and its subcontractors. The Contractor will coordinate and manage the services of its subcontractors and ensure adherence to the Approved Budget (as defined in Section 3.A) and schedules by the subcontractors.

2. TERM

Subject to the early termination provisions herein, the term of this Contract shall begin on July 1, 2022 and end on June 30, 2023 (“Contract Term”).

3. CONTRACT AMOUNT

The maximum amount payable under this Contract for the Contract Term is Two Million Three Hundred Eighty-Six Thousand, Two Hundred Eighty-One Dollars (\$2,239,549) (“Approved Budget”), comprised of the following:

Year	Operating Expenses (including Contractor Compensation)	Capital Expenses	Approved Operations Budget
FY 2022-23	\$2,311,281	\$75,000	\$2,386,281

4. APPROVED BUDGET

A. Approved Budget. The Contractor will provide the services and produce the deliverables described in **Attachment A**, “Scope of Services”, and **Attachment G**, “Reporting Requirements” in accordance with **Attachment B**, “Approved Budget FY 2022-2023”. The Approved Budget is \$2,386,281 in total, comprised of projected operating expenses, capital expenses, and Contractor Compensation. The operating and capital amounts shall not exceed the foregoing amounts without amendment to the Approved Budget, as described in Section 4.B.

B. Amendment of Approved Budget. An Approved Budget may be amended by the OCII Commission after review and recommendation from the Executive Director, subject to the availability of funds in CFD No. 5.

C. Permit Fees. Permit Fees are fees paid by the end-user for private use of Open Space Parcels at the rates described in **Attachment K**, “Commercial and Non-Commercial Fee Schedule”. Contractor will collect and deposit into the Parks Management Account, all permit fees received in connection with its event management responsibilities described in Section I.C.(5) of Attachment A, “Scope of Services.” Contractor will include a monthly reconciliation of the permit fees in its Monthly Property Management Report described in Attachment G, “

After recovering cost of providing special event, including rental of equipment, if any, for facilitating permitted events, Contractor’s use of revenue generated from event permit fees shall be limited to offsetting the cost of OCII-sponsored free public events within the Mission Bay Open Space System.

D. Supplies. The Contractor, and/or its subcontractors, will be responsible for purchasing all supplies for the operation of the Mission Bay Open Space System from funds provided in the Approved Budget. The Contractor, and/or its subcontractors, will exercise prudent judgment in the purchase of expendable supplies, making volume purchases when appropriate and obtaining goods and services at competitive prices.

1. The Contractor may purchase supplies from its subsidiaries and affiliates, but in no event shall the purchase price exceed prevailing competitive prices.

2. OCII will be credited with the full amount of any discounts or commissions obtained by the Contractor on any and all purchases.

E. Capital Expenses. All personal property, including any systems, fixtures, furniture, and equipment, purchased by the Contractor on behalf of OCII pursuant to the operating expenses, including the capital expenses, and all personal property relating to or used in the operation and maintenance of the Mission Bay Open Space System, except any personal property which was paid for and is owned by the Contractor, shall be assigned, transferred, and conveyed to OCII or its designee upon expiration or termination of this Contract.

F. Compensation. Contractor shall receive (1) a management services fee (“Management Fee”) which shall be a monthly fee paid on a per-parcel basis for the management

of Completed and Phase-In Parcels then under management by the Contractor (2) an accounting fee (“Accounting Fee”), which shall be a monthly fee paid to compensate for accounting services provided, and (3) a Contract closeout services fee (“Closeout Fee”), which shall be a one-time fee paid for services performed to close out this Contract (collectively “Contractor Compensation”). The maximum Contractor Compensation amount payable under this Contract shall not exceed Two Hundred Twenty-Three Thousand Five Hundred Eighty Dollars (\$223,580) and is incorporated into the Approved Budget. The actual Contractor Compensation payable may be less, depending on the completion of the Phase-In Parcel and inclusion into the Contract:

1. Management Fee. The Management Fee payable for the Completed Parcels upon the commencement of Contract Term is \$15,242. In addition, upon inclusion of the Phase-In Parcels, the Monthly Management Fee shall include an additional fee of \$693.00 per month. The Phase-in Parcels are not payable until the Contractor assumes property management responsibility over the parcel pursuant to OCII's written notification to the Contractor under Section 1.B. Contractor warrants that it will provide the services and produce the deliverables described in Attachment A, “Scope of Services,” and Attachment G, “Reporting Requirements,” with no additional Management Fee paid based on a per-monthly management fee for each Open Space Parcel then under management by the Contractor.

2. Accounting Fee. The Accounting Fee is \$2,280 for expenses related to bookkeeping including but not limited to accounts receivable, accounts payable, monthly reporting, and payroll.

3. Closeout Fee. The Closeout Fee is a one-time fee of \$5,000 for services performed to close out this Contract and transition management of the Mission Bay Open Space System to RPD and Port. Services include but are not limited to contract reconciliation, record keeping and reports, utility service transfer, and equipment inventory.

G. 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.

H. 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.

I. Payment of Subcontractors. The Contractor will be solely responsible for the timely and prompt payment of its Subcontractors.

J. Donations and Contributions. Unless expressly approved by the Executive Director, the Contractor is prohibited from fundraising or otherwise soliciting funds in the name of, or on behalf of, OCII or the Mission Bay Open Space System, from entering into agreements

for private sponsorship, and from accepting private sponsorship monies, including, without limitation, advertising sponsorships. From time to time, the Contractor may request permission from the Executive Director to investigate the potential for private sponsorships to help fund costs for special public events, such as family holiday events (Spring Egg Hunt, Kite Day for Kids) and cultural events (dance performances, summer concerts) and other activities (yoga in the parks) and/or to help fund services that are in addition to the General Park Management, Landscaping Maintenance, Janitorial Services and Security Services that are described in the **Attachment A**, Scope of Services. The Executive Director shall review such requests and, in his sole discretion, approve or disapprove requests. The Executive Director's approval or disapproval shall be given in writing. Any funds received by the Contractor pursuant to an OCII-approved request shall be considered revenues and shall be deposited to the Parks Management Account pursuant to Section 5 Approved Budget of this Contract.

5. CONTRACT ADMINISTRATION

A. Bank Accounts. The Contractor will maintain a general checking account with an FDIC-insured banking institution of OCII's reasonable prior approval ("the Parks Management Account"). OCII shall be an authorized user of this account, with the power of deposit and withdrawal and access to all reporting capabilities. OCII will fund this account by an Initial Disbursement as described in 5.B. Funds in this account ("Mission Bay Open Space funds") shall fund all Mission Bay Open Space System operating and capital expenses. Contractor shall deposit all permit fees and any other revenues generated at the Mission Bay Open Space System in this account. The Contractor may only maintain the Mission Bay Open Space funds in the Parks Management Account and may not comingle Mission Bay Open Space funds with any other funds. Mission Bay Open Space funds in the account are CFD funds and shall be returned to OCII at contract closeout.

B. Initial Disbursement. On the effective date of this Contract, OCII will deposit into the Parks Management Account a portion of the Approved Budget in the amount of Two Hundred Thousand dollars (\$200,000), which is approximately one month of operating expenses under the Approved Budget, to allow the Contractor to fund the first month's expenses for operating and maintaining the Mission Bay Open Space System ("Initial Disbursement"). The Initial Disbursement will be charged against the Approved Budget and will not increase the Approved Budget. Contractor shall provide invoices to OCII for expenses paid with the Initial Disbursement funds in the Monthly Management Report, as required Attachment G, Reporting Requirements. Any remaining funds shall be returned to the Agency upon expiration or termination of this Contract.

C. Cost Reimbursements. Upon satisfactory completion of a service performed by a third party or goods received, Contractor shall pay for costs of the service or goods using either the Initial Disbursement funds or other Mission Bay Open Space funds held in the Parks Management Account. Each month, within 15 days of the end of the month, Contractor shall submit Monthly Management Report and supporting materials as required by Section 11 and Attachment G, Reporting Requirements. Following its approval of the Monthly Management Report, OCII shall, within 30 days of receipt of the Monthly Management Report and subject to

the Approved Budget and the funds available under CFD No. 5, deposit into the Parks Management Account an amount equal to the costs of service or goods documented in the Monthly Management Report. Any differences between amounts paid by Contractor for services rendered and good received and amounts supported by the Monthly Management Report are the sole responsibility of the Contractor.

D. Payroll Reimbursements. Following each pay period, within 10 days of the end of the pay period, Contractor shall submit to OCII documentation of payroll paid to Contractor staff, as indicated in Attachment G, 'Reporting Requirements.' The Executive Director or its designee shall review and approve this documentation in writing. Following Executive Director or designee approval, Contractor shall pay for costs of payroll using either the Initial Disbursement funds or other Mission Bay Open Space funds. OCII shall, within 30 days of receipt of the documentation of payroll paid to Contractor staff and subject to the Approved Budget and the funds available under CFD No. 5, deposit into the Parks Management Account an amount equal to the costs of payroll. Any differences between amounts paid by Contractor and amounts supported by invoices and supporting materials are the sole responsibility of the Contractor.

E. Payment of Management and/or Accounting Fee. Contractor cannot withdraw funds from the Mission Bay Open Space Account to pay its Management and/or Accounting Fees. Contractor must include the invoice for its Management and Accounting Fees in the Monthly Management Report, as indicated in **Attachment G**, 'Reporting Requirements'. Following its approval of the Monthly Management Report, OCII shall, within 30 days of receipt of the Monthly Management Report and subject to the Approved Budget and the funds available under CFD No. 5, pay the invoiced fees to the Contractor.

F. Payment of Close Out Fee. Within 30 days of the contract termination, Contractor must submit a final Monthly Management Report. Contractor must include the invoice for the Close Out Fee with the final contract reconciliation. Following its a of the final contract reconciliation, OCII shall, within 45 days of receipt of the final contract reconciliation and subject to the Approved Budget and funds available under CFD No. 5, pay the Close Out Fee to the Contractor.

G. Books and Records. The Contractor will maintain a set of books devoted exclusively to the operations of the Mission Bay Open Space System. The Contractor will use forms, accounting methods, internal controls, and procedures acceptable to the Executive Director. The books will be available in the Mission Bay Open Space System site office for examination by authorized OCII personnel.

1. The Contractor will furnish additional financial reports, statistical reports, financial analyses, and other data as requested by OCII personnel.
2. Additionally, the Contractor will maintain and upgrade as needed computer programs for (1) cost accounting, (2) maintenance scheduling and tracking, and (3) event scheduling. All computer programs, including any programs not listed in this section,

utilized in the operations of the Mission Bay Open Space System will remain the property of OCII.

6. NO PERSONAL LIABILITY

Neither OCII, nor its respective commissioners, members, officers, agents or employees 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.

7. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of OCII.

Contractor acknowledges that OCII may transfer all of its rights, interests and obligations under this Contract to the City pursuant to the Redevelopment Dissolution Law and OCII's approved Long-Term Property Management Plan (December 7, 2015), and Contractor hereby consents to such transfer and agrees that it shall execute such instruments and take such actions as may be reasonably required to carry out OCII's intent. Upon assignment to the City, all references herein to OCII shall be deemed references to the City. OCII and Contractor hereby agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Section VI.

8. 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 this provision in the 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.

9. 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, the San Francisco Port Commission 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, subcontractors or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from OCII's 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.

10. 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.

11. 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 12, 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) Blanket Fidelity Bond or other form of Commercial Crime insurance acceptable to OCII covering all officers and employees of Contractor for loss of OCII- or City-owned property caused by dishonesty. The OCII

and City shall be named as obligee and should such a loss of property occur, Contractor agrees to diligently pursue recovery under the bond and to assign or remit to the OCII all funds recovered.

- (5) Professional Liability Insurance: Provided on an as needed basis as required by OCII for applicable work.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

- (1) General Liability: \$5,000,000 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 (\$10,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

- (2) Automobile Liability: \$5,000,000 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.

- (4) Umbrella or Excess Liability: \$5,000,000 per occurrence.

- (5) Fidelity Bond or other form of Commercial Crime insurance acceptable to OCII naming OCII and City as Loss Payee: \$100,000.

- (6) Professional Liability Insurance: Provided on an as needed basis as required by OCII for applicable work.

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, the San Francisco Port Commission and its 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 and its respective commissioners, members, officers, agents and employees” are to be covered as additional insureds as respects to: 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 and its 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 and its 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.
- (7) 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.
- (8) 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 prior to execution of this Contract, and the Contractor shall maintain current certificates on file with OCII. 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.

12. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with OCII requirements 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, the City and County of San Francisco may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII, the City and County of San Francisco 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, the City and County of San Francisco or HUD, and/or the Comptroller General of the United States, if the Contract is funded with CDBG funds, may deem necessary, there shall be made available to OCII or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit OCII, the City and County of San Francisco, HUD and/or the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

13. 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.

14. 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 (dated September 2015 as it may be amended from time to time) 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 OCII 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.”

15. 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.

16. 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 OCII Public Records Policy, Agency Resolution No. 182-2005 (Nov. 1, 2005)..

17. 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.

18. COMPLIANCE WITH MISSION BAY PLAN DOCUMENTS

In assuming property management responsibilities for completed open space parcels under this contract, the Contractor agrees to comply with:

- A. All requirements of the Ground Lease.
- B. All requirements of the CFD No. 5 as they relate to the eligible use of CFD funds to operate, maintain, and repair the Open Space Parcels as authorized by this Contract.
- C. The Risk Management Plan for the Mission Bay Area (“RMP”) as the RMP applies to parcels on which construction of improvements is complete, including but not limited to Sections 6.4.3, 5.3.5 and Appendix C of the RMP, see **Attachment L**, Mission Bay Risk Management Plan. Contractor and its Subcontractors agree to refrain from interfering with the City’s or OCII’s compliance with the RMP in undertaking property management activities and any other activities that may disturb soil or groundwater.
- D. The OCII-adopted park rules and regulations for the Mission Bay Open Space System per the Former Agency Commission by Resolution No. 49-2004 of April 20, 2004 and including an event permitting process consistent with Former Agency Commission Resolution No. 182-95, a copy of which is attached to this Contract as **Attachment I**, Mission Bay Open Space System Rules and Regulations.

19. 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 Former Agency Resolution No. 175-97, as such Policy may be amended from time to time.

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

20. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises (“SBE”) Program that was adopted by Successor 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 (see **Attachment D** “SBE Agreement”).

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve SBE participation of 50% for professional, personal services, and construction contracts; provided, however, that this goal may vary depending on the extent of subcontracting opportunities under 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, as specified in the SBE Agreement.

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* - <https://sfgov.org/cmd/directory-certified-lbes>; and State of California – Small Business Enterprises certification – <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>. OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII’s SBE Program.

21. 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 Former Agency Resolution 168-2001, as such policies may be amended from time to time (See **Attachment E** “Minimum Compensation Policy” and **Attachment F** “Health Care Accountability Policy”). Such compliance includes providing all “Covered Employees,” as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco’s Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco’s Director of Health.

22. 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.

23. 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: Executive Director

If to Contractor: **Parklab Open Space Management**
401 Terry Francois Boulevard, Suite 224
San Francisco, CA 94158
Attention: Catherine Hickey

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 OCII holiday shall be extended to the next OCII 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”, “Agency” or “OCII” 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 OCII 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 and receive approval by the OCII Commission.

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 Marc Slutzkin. OCII representative's phone number is 415-749-2516. The initial Contractor designated representative for this Contract is Cathy Hickey. Contractor designated representative's phone number is 415-685-3353.

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

Parklab Open Space Management, a California limited liability corporation

By: _____

Catherine Hickey
Principal
Federal Tax Identification No. 94-87-214423

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

By: _____

Thor Kaslofsky
Executive Director

APPROVED AS TO FORM:

By: _____

James B. Morales
General Counsel

Authorized by Resolution No. _____, adopted _____.

ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Approved Budget FY 2022-2023
- Attachment C: Nondiscrimination in Contracts and Benefits Form
- Attachment D: Small Business Enterprise Agreement
- Attachment D-1: Prevailing Wage Provisions
- Attachment E: Minimum Compensation Policy Declaration
- Attachment F: Health Care Accountability Policy Declaration
- Attachment G: Reporting Requirements
- Attachment H: Mission Bay Open Space System Map
- Attachment I: Mission Bay Open Space System Rules and Regulations
- Attachment J: Mission Bay Green Infrastructure Maintenance Manual
- Attachment K: Commercial and Non-Commercial Fee Schedule
- Attachment L: Mission Bay Risk Management Plan



Agenda Item 5(d)
Exhibit A to Resolution Number 17-2022
Attachments to the Personal Services Contract
Meeting of June 21, 2022

Attachment List for Item 5(d) MB Parks POSM Contract

- Attachment A: [Scope of Services](#)
- Attachment B: [Approved Budget FY 2022-2023](#)
- Attachment C: [Nondiscrimination in Contracts and Benefits](#)
- Attachment D: [Small Business Enterprise Agreement](#)
- Attachment D1: [Prevailing Wages Provisions](#)
- Attachment E: [Minimum Compensation Policy Declaration](#)
- Attachment F: [Health Care Accountability](#)
- Attachment G: [Reporting Requirements](#)
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