

**COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE**

**RESOLUTION NO. 04-2023**

*Adopted March 21, 2023*

**AUTHORIZING A FIRST AMENDMENT TO THE LEGAL SERVICES CONTRACT WITH JONES HALL, A PROFESSIONAL LAW CORPORATION FOR BOND AND DISCLOSURE COUNSEL SERVICES TO MODIFY THE SCOPE OF THE CONTRACT TO INCLUDE AN AFFORDABLE HOUSING BOND SERIES WITHOUT INCREASING THE NOT-TO-EXCEED AMOUNT**

WHEREAS, On September 20, 2022, the Commission approved, by Resolution 31-2022, a Legal Services Contract (the “Contract”) with Jones Hall, A Professional Law Corporation (“Jones Hall”), to provide bond counsel services related to the issuance of tax allocation revenue bonds (the “2023 Transbay Bonds”) and tax allocation revenue refunding bonds and for bond and disclosure counsel services in connection with the proposed issuance of Community Facilities District No. 6 (Mission Bay South) Special Tax Refunding Bonds; and,

WHEREAS, Jones Hall has performed satisfactorily under its existing contract and OCII wishes to amend the contract to modify the scope to include bond counsel services related to the issuance of approximately \$25 million taxable third lien tax allocation bonds to fund affordable housing (“2023 Housing Bonds”); and,

WHEREAS, Staff recommends amending the Contract to modify the scope of the Contract to include bond counsel services related to the 2023 Housing Bonds and to make other related amendments pursuant to a First Amendment to the Legal Services Contract (the “First Amendment to the Legal Services Contract”), without increasing the maximum compensation to be paid to Jones Hall pursuant to the Contract in the amount of \$308,000; and,

WHEREAS, The modification of the Contract pursuant to the First Amendment to the Legal Services Contract will allow the 2023 Housing Bonds to be issued simultaneously with the 2023 Transbay Bonds, providing timely funding for an affordable housing project; and,

WHEREAS, Authorization of the modification of the Contract pursuant to the First Amendment to the Legal Services Contract is not a project, as defined by the California Environmental Quality Act (“CEQA”) in CEQA Guidelines Section 15378(b)(5), because the action is an administrative activity of government that will not result in a direct or indirect physical change in the environment and is not subject to environmental review under CEQA; now, therefore, be it

RESOLVED, That the Executive Director of the Office of Community Investment and Infrastructure is authorized to execute the First Amendment to the Legal Services Contract, substantially in the form attached to this Resolution, to amend the Contract as provided therein, without increasing the maximum compensation to be paid to Jones Hall pursuant to the Contract in the amount of \$308,000.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of March 21, 2023.


  
\_\_\_\_\_  
Commission Secretary

Exhibit 1: First Amendment to the Personal Services Contract with Jones Hall, A Professional Law Corporation

**FIRST AMENDMENT TO LEGAL SERVICES CONTRACT  
(Public Finance/Bond Counsel and Disclosure Counsel)**

This FIRST AMENDMENT LEGAL SERVICES CONTRACT (this “First Amendment”) is entered into this 21st day of March 2023 (the “First Amendment Date”), by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, commonly known as the Office of Community Investment and Infrastructure (the “OCII” or the “Agency”), and JONES HALL, A PROFESSIONAL LAW CORPORATION (“Counsel”).

WHEREAS, the OCII and Counsel previously entered into that certain Legal Services Contract dated as of September 20, 2022, by and between the OCII and Counsel (the “Original Contract”) (capitalized terms used but not defined herein have the meanings given to such terms in the Original Contract); and

WHEREAS, Pursuant to the Original Contract, the OCII engaged and appointed Counsel to serve as Bond Counsel to the OCII in connection with its issuance of the 2023 A Transbay Tax Allocation Bonds (hereafter referred to as the 2023 B Transbay Tax Allocation Bonds), 2023 B Mission Bay Tax Allocation Refunding Bonds (hereafter the 2023 C Mission Bay Tax Allocation Refunding Bonds”), and 2023 CFD No. 6 Special Tax Refunding Bonds, and as Disclosure Counsel on the 2023 CFD No. 6 Special Tax Refunding Bonds; and

WHEREAS, the OCII desires to engage and appoint Counsel to serve as Bond Counsel on an additional series of tax allocation bonds to finance affordable housing pursuant to the authority granted under Section 34177.7(a)(1)(A) of the California Health and Safety Code (such bonds hereinafter referred to as the “2023 A Affordable Housing Tax Allocation Bonds”) to be issued concurrently with the 2023 B Transbay Tax Allocation Bonds; and

WHEREAS, the OCII and Counsel desire to amend the Original Contract to engage and appoint Counsel to serve as Bond Counsel on the 2023 A Affordable Housing Tax Allocation Bonds and other related amendments to the Original Contract;

NOW THEREFORE, in consideration of the promises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

(a) The following defined terms set forth in Section 1 of the Original Contract are hereby amended to read in their entirety as follows:

“Bonds” means, collectively, the 2023 A Affordable Housing Tax Allocation Bonds, 2023 B Transbay Tax Allocation Bonds, 2023 C Mission Bay Tax Allocation Refunding Bonds, and 2023 CFD No 6 Special Tax Refunding Bonds or, in each case, as may otherwise be designated by Counsel in consultation with the Agency Representative.

“Series of Bonds” means each of the 2023 A Affordable Housing Tax Allocation Bonds, 2023 B Transbay Tax Allocation Bonds, 2023 C Mission Bay Tax Allocation Refunding Bonds, and 2023 CFD No 6 Special Tax Refunding Bonds.

(b) Section 2.1 of the Original Contract is hereby amended to read in its entirety as follows:

2.1 APPOINTMENT OF COUNSEL. The OCII engages and appoints Counsel to serve as Bond Counsel on the 2023 A Affordable Housing Tax Allocation Bonds, 2023 B Transbay Tax Allocation Bonds, 2023 C Mission Bay Tax Allocation Refunding Bonds, and 2023 CFD No. 6 Special Tax Refunding Bonds- and as Disclosure Counsel on the 2023 CFD No. 6 Special Tax Refunding Bonds. Counsel accepts such engagement and appointment, upon the terms and conditions set forth in this Contract. Counsel also agrees to provide the Services required hereunder, in an efficient and professional manner, to the reasonable satisfaction of the OCII Representative identified in the Contract Summary. Except to the extent, if any, specifically provided herein or specifically authorized in writing by the OCII Representative, Counsel shall have no right or authority, express or implied, to commit or otherwise obligate the OCII in any manner whatsoever.

(c) The introductory paragraph of Section 2.4 of the Original Contract is hereby amended to read in its entirety as follows:

2.4 ADDITIONAL SERVICES. Counsel shall provide legal services pertaining to the Financing on the terms and conditions provided herein, by serving as (i) Bond Counsel with respect to the 2023 A Affordable Housing Tax Allocation Bonds, 2023 B Transbay Tax Allocation Bonds, and 2023 C Mission Bay Tax Allocation Refunding Bonds, and (ii) Bond Counsel and Disclosure Counsel with respect to the 2023 CFD No. 6 Special Tax Refunding Bonds.

(d) Schedule B to the Original Contract is hereby amended to read in its entirety as set forth on Exhibit A hereto:

SECTION 2. CONDITION PRECEDENT.

This First Amendment shall be effective as of the First Amendment Date upon the delivery by the OCII and Counsel of an executed counterpart of this First Amendment.

SECTION 3. MISCELLANEOUS.

Except as specifically amended by this First Amendment, the Original Contract shall continue in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the OCII and Counsel have executed this First Amendment as of the date first above written.

**OCII:**  
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

**COUNSEL:**  
JONES HALL, A PROFESSIONAL LAW  
CORPORATION

By: \_\_\_\_\_  
Juan M. Galvan  
Vice President

## Exhibit A

### Fee Schedule

Counsel shall be compensated as follows for services provided under this contract.

<b>Bond Counsel Services</b>			
<b>Issuance</b>	<b>Fees</b>	<b>Reimbursable Expenses</b>	<b>Max Total Compensation</b>
2023 A Affordable Housing Tax Allocation Bonds 2023 B Transbay Infrastructure Bonds and (issued concurrently)	\$85,000	\$1,000	\$86,000
2023 C Mission Bay Refunding Bonds	\$50,000	\$1,000	\$51,000
2023 CFD No. 6 Refunding Bonds	\$85,000	\$1,000	\$86,000
<b>Total</b>			<b>\$223,000</b>

<b>Disclosure Counsel Services</b>					
<b>Issuance</b>	<b>Fees Based on No. of Landowner Continuing Disclosure Undertakings</b>				<b>Max Total Compensation</b>
	0 or 1	2	3	4	
2023 CFD No. 6 Refunding Bonds	\$70,000	\$75,000	\$80,000	\$85,000	\$85,000

<b>Contract Maximum</b>	<b>\$308,000</b>
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All amounts under this contract are payable solely from the proceeds of the applicable Series of Bonds and are contingent upon the closing of such Series of Bonds. The maximum payable under this contract shall be \$308,000.