

RESOLUTION NO. 100-2008

Adopted September 2, 2008

AUTHORIZING A LETTER AGREEMENT WITH THE MAYOR'S OFFICE OF COMMUNITY INVESTMENT, IN AN AMOUNT NOT TO EXCEED \$585,000, FOR THE ADMINISTRATION OF A FAÇADE AND TENANT IMPROVEMENT PROGRAM FOR THE THIRD STREET COMMERCIAL CORRIDOR AS PART OF THE LARGER CITYWIDE SF SHINES FAÇADE IMPROVEMENT PROGRAM, FROM SEPTEMBER 2, 2008 TO SEPTEMBER 1, 2009; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA (AREA B)

BASIS FOR RESOLUTION

1. On March 7, 2006, the Redevelopment Agency of the City and County of San Francisco ("Agency") approved a proposed redevelopment plan for the Bayview Hunters Point Redevelopment Project Area ("Project Area").
2. On May 23, 2006, the Board of Supervisors of the City and County of San Francisco approved Ordinance No. 113-06 adopting the Bayview Hunters Point Redevelopment Plan ("Redevelopment Plan").
3. The Project Area comprises approximately 1,500 acres, including the 137-acre existing Hunters Point Redevelopment Project Area ("Project Area A") and the approximately 1,361-acre area expanded boundary ("Project Area B"), both located in the southeast quadrant of the City, generally bounded by Cesar Chavez Street to the North, US 101 to the West, San Mateo County to the South, and the San Francisco Bay to the East.
4. The 2002 Bayview Hunters Point Revitalization Concept Plan ("Concept Plan"), the embodiment of the community's planning process leading up to the Redevelopment Plan, discussed the immediate need for a façade improvement program for Third Street in the "Town Center." In accordance with the Concept Plan's vision, the 2006 Redevelopment Plan specifically describes and authorizes the development of façade and small business assistance programs for Project Area B in Section 3.5, Proposed Economic Development Programs.
5. The Mayor's Office of Community Investment ("MOCI"), in collaboration with the Mayor's Office of Economic and Workforce Development ("MOEWD"), currently administers the City's SF Shines Façade Improvement Program, a citywide program that provides grants and design assistance to property owners and merchants to improve facades, storefronts, and signs. The program targets economically distressed business corridors, including the Third Street Corridor in Bayview Hunters Point.

6. In early 2008, MOCI, MOEWD and Agency staff began to develop a proposal whereby the Agency would cooperatively implement a façade and tenant improvement program for Third Street with MOCI as the primary administrator, and as part of the City's larger implementation of the existing SF Shines Façade Improvement Program. The Third Street program would provide matching grants and design assistance to property owners and merchants to improve façades, storefronts, signs as well as interior tenant improvements.
7. Staff brought forward a draft of this proposal to both the Bayview Hunters Project Area Committee and the Bayview Merchants Association, incorporated their feedback and gained support for the proposal.
8. Accordingly, staff recommends authorizing a twelve-month letter agreement ("Letter Agreement") with MOCI for the administration of a façade and tenant improvement program for the Third Street commercial corridor as part of the larger citywide SF Shines Façade Improvement Program, in an amount not to exceed \$585,000.
9. The Third Street façade and tenant improvement program is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15301(a). Interior and exterior alterations of existing facilities will not expand existing uses and will not result in a significant effect on the environment. The Letter Agreement with MOCI is not a Project as defined by CEQA Guidelines Section 15378(b)(5). The administration of the façade and tenant improvement program by MOCI would not independently result in a significant physical effect on the environment.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that it authorizes the Letter Agreement, attached as Exhibit A, with the Mayor's Office of Community Investment, in an amount not to exceed \$585,000, for the administration of a façade and tenant improvement program for the Third Street commercial corridor as part of the larger citywide SF Shines Façade Improvement Program, from September 2, 2008 to September 1, 2009, substantially in the form lodged with the Agency General Counsel.

APPROVED AS TO FORM:


for James B. Morales 8/27/08
Agency General Counsel

Exhibit A

LETTER AGREEMENT

BY EXECUTION OF THIS LETTER AGREEMENT, the parties hereto memorialize their agreement that the Performing Party (defined below) shall complete, or cause to be completed, the work described below during the time specified, and that the Requesting Party (defined below) shall pay for such work in accordance with the Details of Payment specified herein.

- Performing Party:** Mayor's Office of Community Investment ("MOCI")
- Requesting Party:** Redevelopment Agency of the City and County of San Francisco ("Agency")
- Term:** September 2, 2008 through September 1, 2009 ("Contracting Period")
- Work to be Performed:** In accordance with the Scope of Services attached as Exhibit 1 and the Budget attached as Exhibit 2, MOCI is authorized to administer and implement a façade and tenant improvement program for Third Street within the Bayview Hunters Point Redevelopment Project Area as part of the larger citywide SFShines Façade Program currently administered and implemented by MOCI.
- Details of Payment:** The Agency shall pay MOCI an amount not to exceed \$146,250 at the end of each quarter, for a total aggregate amount not to exceed \$585,000 during this Contracting Period. The Agency shall make quarterly payments to MOCI within 30 days after the Agency's approval of each financial and progress report submitted by MOCI.
- Self-Insurance:** The Parties acknowledge and agree that the City and County of San Francisco ("City") self-insures in the areas of general liability, automobile liability and worker's compensation and that such self-insurance shall cover any losses, claims or damages incurred by the Agency as a result of MOCI's activities under this Agreement.
- General Indemnification:** The City shall defend, hold harmless and indemnify the Agency, and/or its commissioners, members, officers, agents and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action and liabilities of every kind, nature and description directly or indirectly, arising out of or connected with this Letter Agreement and any of MOCI's activities related thereto, excluding the willful

misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

Employment/Contracting: Given the small amount of the individual grants to be disbursed under this Grant Program and so as not to create an impediment or disincentive to applicants to apply for, receive and use Grant Funds, the Agency Commission waives the application of the programs and policies under the Agency's Bayview Hunters Point Employment and Contracting Policy to grants approved under this Grant Program. Alternatively, the Agency will require the program to utilize the Third Street Corridor Specific Employment and Contracting Requirements as shown in Exhibit 3.

Prevailing Wages: As required by California Labor Code Section 1720 et seq., any construction, alteration, demolition, installation or repair work done under contract and paid for in whole or in part by Grant Funds must be performed by workers paid the then prevailing wage rate established by the California Department of Industrial Relations.

Exhibits: The following exhibits are attached and incorporated as a part of this Letter Agreement:

Exhibit 1: Scope of Services - September 2, 2008 through September 1, 2009

Exhibit 2: Mayor's Office of Community Investment SF Shines Facade Improvement - Program Guidelines

Exhibit 3: Mayor's Office of Community Investment SF Shines Facade Improvement Program - San Francisco Redevelopment Agency Third Street Corridor-Specific Program Priorities and Requirements

Exhibit 4: Budget – September 2, 2008 through September 1, 2009

WE HEREBY AGREE TO THE FOREGOING:

Authorized by Resolution No. ____ -
2008, authorized on _____, 2008

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

By: _____
Amy Lee
Deputy Executive Director
Finance and Administration

APPROVED AS TO FORM:

James B. Morales
Agency General Counsel

CITY AND COUNTY OF SAN FRANCISCO, a
charter city

By: _____
Adrienne Pon
Director, Mayor's Office of Community
Investment