

Commission on Community Investment and Infrastructure

RESOLUTION NO. 37-2013

Adopted July 30, 2013

**AUTHORIZING A PERSONAL SERVICES CONTRACT WITH M.J.F. & ASSOCIATES, A SOLE PROPRIETORSHIP, TO MANAGE OCII'S HUNTERS POINT SHIPYARD SITE OFFICE AND TO PROVIDE OUTREACH AND ADMINISTRATIVE SUPPORT SERVICES TO THE HUNTERS POINT SHIPYARD CITIZEN'S ADVISORY COMMITTEE AND OCII FOR A 3-YEAR TERM, BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2016, AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$784,205; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA**

WHEREAS, In 1991, the United States Congress designated the Hunters Point Shipyard (the "Shipyard") for formal closure under the federal Defense Base Closure and Realignment Act and authorized the United States Department of the Navy (the "Navy") to transfer the Shipyard, in phases over time and upon clean up, to the Redevelopment Agency of the City and County of San Francisco (the "Agency") at no cost; and,

WHEREAS, Since 1996, the Agency has operated a site office at the Shipyard ("Site Office"), which has been managed by a consultant who is required to provide Support Services to the Hunters Point Shipyard Citizens Advisory Committee ("CAC") and the Agency and to disseminating information about the Agency's redevelopment efforts at the Shipyard to the BVHP community and the broader public. Additionally, the Site Office assists with property management functions, such as overseeing the Agency's security badging program; and,

WHEREAS, On November 13, 2012, staff issued a Request for Proposal ("RFP") with a CAC approved scope of services, seeking responses from qualified consultants to manage the Shipyard site office. The Agency received two proposals in response to the RFP which were evaluated by a five person panel; and,

WHEREAS, On February 19, 2013 the OCII Commission authorized the Executive Director to enter into a contract with W. B. Kennedy & Associates with a term starting April 1, 2013 and ending June 30, 2016; and,

WHEREAS, On June 27, 2013, Willie B. Kennedy, the owner of W.B. Kennedy & Associates passed away. As a sole proprietorship this means that the business ceases to exist after business operations have been wound down; and,

WHEREAS, In Section IX.D.d., OCII's purchasing policy allows for contract awards via sole source method in cases where the proposed Contractor has previously provided the needed Goods or Services to the Agency and, in doing so, has performed satisfactorily and gained specific information and experience making the proposed Contractor uniquely qualified to provide the needed Goods or

Services. The purchasing policy, in Section IX.D.e., also allows for sole source procurement when OCII's business assets or financial investments are at risk and the urgency of the requirement will not permit a delay; and,

WHEREAS, M.J.F. & Associates has successfully co-managed the Site Office for the past 8 years and is also equipped to take on additional responsibilities such as office personnel management and engagement and relationship management with the BVHP community. The Site Office services, which includes administrative support for publicly accessible CAC meetings (including: creating and distributing monthly meeting calendars and agendas in accordance with the Brown Act, facilitating the meetings, and keeping meeting minutes), coordinating access to the limited access U.S. Navy base and serving as information hub and point of contact for the general public are a key part of implementing the Shipyard project. Given the fact that the first phase of vertical construction is beginning, it is important these services are not interrupted to ensure that implementation of the Shipyard project remain on schedule as required by the underlying agreements; and,

WHEREAS, OCII staff recommends entering into a Personal Services Contract with M.J.F. & Associates to fulfill the remaining contractual obligations of the current Site Office Contract with W.B. Kennedy & Associates with a July 1, 2013 start date. The CAC's Executive Subcommittee concurred with this recommendation at its July 22, 2013 meeting; and,

WHEREAS, Under the Redevelopment Dissolution Law Successor Agencies only have the authority to enter into new contracts in compliance with enforceable obligation that existed prior to June 28, 2011 and in accordance with Health and Safety Code 34177.3 (a). The Successor Agency has determined that the proposed personal services contract complies with existing enforceable obligation, as follow:

1. The Development and Disposition Agreements ("DDAs") for Phases I and II of the Hunters Point Shipyard between the Agency and HPS Development Co., LP and CP Development Co., LP (together "Shipyard Master Developer") are enforceable obligations of the Agency, and on December 14, 2012 the State Department of Finance issued a Final & Conclusive Determination affirming these obligations. The DDAs for the Hunters Point Shipyard govern the public-private partnership between the Agency and the Shipyard's master developer. The DDAs require the Agency to approve certain land use and related decisions at public hearings before the Successor Agency Commission. To fulfill this obligation, support services, including public outreach and administrative support services to the Shipyard's Citizen Advisory Committee are necessary.
2. The Security Services Cooperative Agreement between the United States Navy and the Agency is also an enforceable obligation and names the Agency as caretaker for purposes of protecting facilities at the Shipyard and requires the Agency to provide security services which include Entry/Exit

Gate Control as stipulated in Appendix 2, Section 2 of the aforementioned agreement. Such Gate Control services are to ensure that only authorized persons with an approved identification in the form of a HPS Badge are allowed to enter the base and include maintaining a badging and identification database program.

3. The Office of Community Investment and Infrastructure does not have the in-house resources to accomplish any of these activities on its own and therefore must hire contractors to maintain the site office and perform the tasks required in this proposed personal services contract.
4. Payments associated with this contract are reimbursable by the Shipyard Master Developer and are included on the Successor Agency's Recognized Obligation Payment Schedule ("ROPS" 13/14 A line 25) as authorized by the Oversight Board Resolution No. 4-2013 on February 25, 2013, and would continue to be shown on the each subsequent ROPS for the duration of the proposed personal services contract; and,

WHEREAS, Authorization of the personal 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 will allow for the provision of administrative support, outreach and information services to the CAC, will not change conditions in the Shipyard, will not independently result in a physical change in the environment and is not subject to environmental review under CEQA; now, therefore, be it

RESOLVED, That the Commission approves, and authorizes the Executive Director to execute a personal services contract with M.J.F. & Associates, a sole proprietorship, substantially in the form of the agreement on file with the Commission Secretary, to manage the Agency's Hunters Point Shipyard Site Office and to provide outreach and administrative support services to the CAC and OCII, for a 3-year term, beginning July 1, 2013 and ending June 30, 2016, and a total contract amount not to exceed \$784,205.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of July 30, 2013.

  
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Commission Secretary