

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 27-2026

**AUTHORIZING A FIRST AMENDMENT TO A PERSONAL SERVICES
CONTRACT WITH MJF & ASSOCIATES CONSULTING, A SOLE
PROPRIETORSHIP, INCREASING THE AMOUNT OF THE CONTRACT BY
\$100,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$900,000 TO
CONTINUE SITE OFFICE MANAGEMENT, OUTREACH, AND
ADMINISTRATIVE SUPPORT TO THE HUNTERS POINT SHIPYARD
CITIZENS ADVISORY COMMITTEE AND LEGACY FOUNDATION;
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA AND
BAYVIEW HUNTERS POINT REDEVELOPMENT AREA**

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") for the Hunters Point Shipyard Project Area and Zone 1 (Candlestick Point) of the Bayview Hunters Point Project Area (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, To facilitate redevelopment of the Project Areas, the Former Agency and HPS Development Co., LP ("Phase 1 Developer") entered into the Disposition and Development Agreement for Hunters Point Shipyard Phase 1, dated December 2, 2003 (and as currently amended, the "HPS1 DDA") as authorized by Former Agency Commission Resolution No. 179-2003; and the Former Agency and CP Development Co., LP entered into the Candlestick Point and Phase 2 of the Hunters Point Shipyard Disposition and Development Agreement dated June 3, 2010 (as currently amended, the "CP/HPS2 DDA") as authorized by Former Agency Commission Resolution No. 69-2010; and,

WHEREAS, Since 1995, the Former Agency and OCII have continuously operated a Site Office at the Shipyard, which has been managed by a consultant who is required to provide Support Services to the Mayor's Hunters Point Shipyard Citizen's Advisory Committee ("CAC"), OCII, and the Legacy Foundation, and to disseminate information about the OCII's redevelopment efforts at the Shipyard to the Bayview Hunters Point ("BVHP") community and the broader public. Additionally, the Site Office assists with property management functions, such as overseeing the Shipyard security badging program; and,

WHEREAS, On December 2, 2025, OCII Commission entered into a three-year contract, expiring November 30, 2028, with MJF & Associates Consulting with a budget amount of \$800,000 ("Contract Amount") to manage the Site Office and to provide outreach and administrative support services to the CAC, OCII and the Legacy Foundation); and,

WHEREAS, Since execution of the Contract, the CAC has held additional meetings and training sessions related to Shipyard remediation and workforce development, requiring MJF & Associates staff support outside of normal operating hours; and,

WHEREAS, MJF has provided a high level of service and completed all required tasks under their existing contract, as well as these additional tasks not included in the original scope of work; and,

WHEREAS, Staff recommend that \$100,000 be added to the Contract Amount for a total of \$900,000 ("First Amendment Budget") to cover the remaining contract term; now, therefore, be it

RESOLVED, That the Commission authorizes the Executive Director to enter into an amendment to the Contract substantially in the form attached hereto as Exhibit A, that increases the total budget amount to an amount not to exceed \$900,000, with all other terms and provisions of the Contract remaining effective.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of October 20, 2020.

Commission Secretary

Exhibit A: First Amendment to the MJF & Associates Consulting Personal Services Contract

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

FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH MJF &
ASSOCIATES CONSULTING, A SOLE PROPRIETORSHIP .

This FIRST AMENDMENT (“**First Amendment**”) is entered into as of the date of last signature by the parties hereto, (the “**Effective Date**”) by and between the Office of Community Investment and Infrastructure / also known as the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California (“**OCII**”), and MJF & Associates, a sole proprietorship (“**Contractor**”).

RECITALS

This First Amendment is made with reference to the Recitals included in the Personal Services Contract (“**Contract**”) initially executed on December 3, 2025, by the above-referenced parties (which Recitals are incorporated herein by reference) and the additional following facts and circumstances:

- A. OCII and Contractor initially entered into the Contract (attached hereto as Attachment A) on December 3, 2025, for \$800,000, to provide site office management at 451 Galvez Avenue (“**Site Office**”), meeting support services to the Hunters Point Shipyard Citizen Advisory Committee (“**CAC**”) and Legacy Foundation (a quasi-public community body created in accordance with the DDAs affecting Hunters Point to advise and monitor implementation of Developer's community benefits obligations), community outreach assistance to OCII staff, the CAC and the Legacy Foundation in the implementation of the Project's redevelopment, and oversight of OCII's security badging program. All defined terms used herein shall have the meaning established in the Contract unless otherwise provided.
- B. The Initial Term of the Contract is for three years, commencing December 3, 2025, and terminating December 2, 2028, unless earlier terminated in accordance with the Contract (the Initial Term and any extensions are, collectively, the “**Term**”).
- C. OCII continues to require the services provided under the Contract to fulfill OCII's role in managing the Site Office, supporting the CAC and Legacy Foundation, and conducting on-going community outreach on the project.
- D. Since execution of the Contract, the CAC has held meetings and partnered with companies to host community events, including job trainings and career fairs, which have required Contractor staff to provide services outside of the Site Office's normal operating hours. It is now also anticipated that additional meetings may be

required for the training courses for upcoming remediation work. These factors have increased the Contractor's projected labor costs and are expected to exceed the current budget allocation.

- E. The current Contract provides for a total contract amount of \$800,000, including a Year 1 budget allocation of \$278,000. Based on projected expenditures and the anticipated level of services required during the Term, OCII and Contractor have determined that an increase to the total Contract amount is necessary to continue providing the required services and to provide contingency funding for staffing needs arising outside of normal operating hours.
- F. OCII and the Contractor now propose adding \$100,000 to the Total Contract Amount for a total of \$900,000 ("**Amended Contract Amount**").

AGREEMENT

NOW, THEREFORE, OCII and the Contractor agree to amend the Contract as follows:

- a. Section 3.A: Compensation: Section 3.A shall be deleted in its entirety and replaced with the following:

Section 3.A Compensation: The maximum amount payable under this Contract shall not exceed Nine Hundred Thousand Dollars (\$900,000) ("**Amended Contract Amount**") and will be as specified in the amounts payable pursuant to **Attachment B**, "Budget," which may be adjusted at the OCII Executive Director's discretion. In no event shall the amount payable exceed the Total Contract Amount without amendment of this Contract. Payment will be made on a time and materials basis. Contractor shall not be entitled to reimbursement of expenses separate from this Contract. Contractor shall submit monthly invoices to OCII for its review and approval. 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. Budget. Attachment B to the Contract shall be deleted in its entirety and replaced with Attachment B-1, the amended period budget, a copy of which is attached hereto. The existing "Attachment B-1" to the Contract will be renumbered to Attachment B-2.
- c. Miscellaneous
 - i. This First Amendment constitutes a part of the Contract and any reference to the Contract shall be deemed to include a reference to the Contract as amended by this First Amendment.

- ii. Except as otherwise amended hereby, all terms, covenants, conditions, and provisions of the Contract shall remain in full force and effect.
- iii. In the event of any conflict between the provisions of the Contract and the provisions of this First Amendment, the provisions of this First Amendment will prevail. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the Contract are deemed amended to the extent necessary to give effect to the purpose and intent of this First Amendment.
- iii. Each party has been afforded the opportunity to review this First Amendment with legal counsel of its choosing. Accordingly, this First Amendment shall be interpreted to achieve the intent and purposes of the parties, without any presumption against the party responsible for drafting any part hereof.
- iv. The capitalized terms used in this First Amendment have the meanings set forth in the Contract, unless specifically defined in this First Amendment.
- v. If any provision of the Contract, as amended by this First Amendment, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in force without being impaired or invalidated in any way.
- vi. This First Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, subject to the limitations set forth in the Contract.
- vii. This First Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original First Amendment.

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

MJF & Associates Consulting,
a sole proprietor

By: _____
Micah J. Fobbs
Proprietor

Successor Agency to the Redevelopment
Agency of the City and County
of San Francisco, a public body organized
and existing under the laws of the State of California

By: _____
Thurston Kaslofsky
Executive Director

By: _____
Victor Pappalardo
OCII Deputy General Counsel

Authorized by Resolution No. 27-2026, adopted October 20, 2026.

Attachment B-2

Budget

DRAFT

ATTACHMENT B -2

MJF & Associates Consulting Budget Year 1- December 2025 through Year 3- November 2028								
	Expenses (estimated)*:							
	<u>Personnel</u>	<u>Est Hours</u>	<u>Hourly Rate</u>	<u>Year 1</u>	<u>Est Hours Yr 2-3</u>	<u>Hourly Rate</u>	<u>Year 2</u>	<u>Year 3</u> <u>2% COLI</u>
1)	Micah Fobbs (Principal)	1,036	110.00	113,960.00	815	112.20	93,687.00	95,560.74
2)	Alise Vincent (CAC Admin Manager and Outreach Coordinator)	865	74.00	64,010.00	860	76.00	65,360.00	66,667.20
3)	Kyle Fobbs (Staff)	486	35.00	17,010.00	400	40.00	16,000.00	16,320.00
4)	Day Thomas (Staff)	79	35.00	2,765.00	60	35.70	2,142.00	2,184.84
5)	Linda Richardson (CAC Policy Advisor and Field Outreach Lead)	370	190.00	70,300.00	400	200.00	80,000.00	81,600.00
	Total Labor Expenses:			268,045.00			257,189.00	262,332.78
	<u>Community Outreach & Public Participation</u>							
6)	Multimedia/Website & Internet subscriptions			3,500.00			3,500.00	3,500.00
	Website Revamp			0.00			5,000.00	0.00
7)	Refreshments for Meetings			3,500.00			3,500.00	3,500.00
	Total Community Outreach Expense:			7,000.00			12,000.00	7,000.00
	<u>Baseline Site Office Operations Expenses</u>							
8)	Telephone Charges			500.00			700.00	700.00
9)	Office Supplies (includes badging supplies)			2,500.00			3,500.00	2,500.00
10)	Copier Lease			4,000.00			3,500.00	3,500.00
11)	Site Office Internet			1,200.00			1,200.00	1,200.00
	Total Direct Cost:			8,200.00			8,900.00	7,900.00
13)	Sub-Contract Administration Fee (5%)			6,715.50			7,268.00	7,413.36
	Total Proposed Expenses**			289,960.50			285,357.00	284,646.14
	Contingency			40,000.00				
*Billing based on time & materials				Contract Total***:		899,963.64		

*Billing based on time & materials
** Expenses are estimates and subject to change
***Total contract value is Not to Exceed (NTE)