

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 11-2025

Adopted May 6, 2025

**AUTHORIZING A FIRST AMENDMENT TO A PERSONAL SERVICES
CONTRACT WITH MJF & ASSOCIATES CONSULTING, A SOLE
PROPRIETORSHIP, EXTENDING THE TERM OF THE CONTRACT BY UP
TO SIX MONTHS AND INCREASING THE AMOUNT OF THE CONTRACT BY
\$117,090 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED
\$1,074,190, 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”) 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, The California Department of Finance finally and conclusively determined that the Phase 1 DDA, Phase 2 DDA, and other Project documents are enforceable obligations under Redevelopment Dissolution Law. Letter, S. Szalay to T. Bohee (Dec. 14, 2012); and,

WHEREAS, The Shipyard was closed by the federal government in 1974. In 1989, due to environmental contamination on the base, the U.S. Environmental Protection Agency (“EPA”) placed the Shipyard on the National Priorities List of “Superfund” cleanup sites, requiring the Navy to investigate and remediate hazardous materials at the Shipyard; and,

- 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 Former Agency at no cost; 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 April 4, 2019, in accordance with OCII's Purchasing Policy, staff issued an Request for Proposal ("RFP") seeking responses from qualified consultants to manage the Shipyard Site Office; and,
- WHEREAS, OCII received two proposals in response to the Site Office Management RFP, which were evaluated by a four-person panel. The panel subsequently interviewed both applicants; and,
- WHEREAS, Following final deliberations, the panel recommended MJF & Associates Consulting to manage the Shipyard Site Office and on July 1, 2019 OCII entered into a personal services contract with M.J.F. & Associates Consulting, a sole proprietorship, to manage OCII's Hunters Point Shipyard Site Office and to provide outreach and administrative support services to the CAC, OCII and the Legacy Foundation (the "Contract"). Included in the scope of services for the contract is the management and operation of the Shipyard Site Office for uses consistent with applicable law, OCII policies, and the recorded Covenant of Purpose, Use and Ownership (Sep. 2, 2010); and,
- WHEREAS, On June 21, 2022, OCII Commission entered into a new three-year contract MJF & Associates Consulting Contract with a budget amount of \$957,100 ("Contract Amount") to manage the Shipyard Site Office and to provide outreach and administrative support services to the CAC, OCII and the Legacy Foundation); and,
- WHEREAS, The current contract with MJF & Associates expires on June 30, 2025; and,
- WHEREAS, As of June 30, 2025 there will be a projected remaining balance of approximately \$74,910 from the original \$957,100 Contract Amount; and,
- WHEREAS, MJF has provided a high level of service and completed all required tasks under their existing contract, as well as additional tasks not included in the original scope of work; and,
- WHEREAS, Staff plans to issue a new Request for Proposals ("RFP") seeking responses from qualified consultants to manage the Shipyard Site Office and provide other services that are currently provided under this contract; and,
- WHEREAS, To allow for the time required to complete the RFP process and to create the least possible disruption for those served under the Contract, staff recommends that the Contract be amended to extend the Term through December 31, 2025; and,

WHEREAS, Staff recommend that \$117,090.00 be added to the Contract Amount, along with the remaining unspent budget authority of approximately \$74,910, for a total of \$192,000 ("First Amendment Budget") to cover the extension period; 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 extends the Term of the Contract through the earlier of December 31, 2025, or the effective date of a new contract approved by the Commission after completion of the RFP process, and increases the total budget amount to an amount not to exceed \$1,074,190, 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 May 6, 2025.



Commission Secretary

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

**FIRST AMENDMENT
TO
PERSONAL SERVICES CONTRACT
BETWEEN
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO (OCII)
AND
M.J.F & ASSOCIATES**

This First Amendment to the Personal Services Contract between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, more commonly known as the Office of Community Investment and Infrastructure (“**OCII**”), and M.J.F. and Associates, (“**Contractor**”) dated June 21, 2022 (the “**Contract**”) is entered into as of the date of last signature below.

RECITALS

- A. WHEREAS, . the Contract (included herewith as Exhibit A) became effective on July 1, 2022, and specified a not to exceed budget of \$957,100, 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 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.
- B. WHEREAS, the Initial Term of the Contract was for three years, terminating June 30, 2025; and,
- C. WHEREAS, the OCII Purchasing Policy provides that on-going services or multi-year contracts shall not normally exceed three-year period without the purchasing process occurring again; and,
- D. WHEREAS, OCII will require the services provided under the Contract beyond June 30, 2025 for up to a six month period to continue the services under the Contract while OCII conducts a request for proposal process for selection of a contractor; and.
- E. WHEREAS, the parties wish to enter into this First Amendment to, among other things, increase the term and amount of the Contract to \$1,074.190 and extend the Contract through December 31, 2025.

NOW THEREFORE, the parties agree to amend the Contract as follows:

- 1. Section 2, TIME OF COMPLETION, of the Contract is amended to extend the term through the earlier of 11:59 PM on December 31, 2025, or the effective date of a new contract approved by the Commission after completion of the RFP process
- 2. Attachment B is hereby replaced with Attachment B, attached hereto. All references in the Contract to Attachment B are hereby deemed to be references to the revised Attachment B.

3. Section 3.A of the Contract is amended and restated to read as follows.

A. Compensation. The maximum amount payable under this Contract shall not exceed One Million Seventy-four Thousand One Hundred Ninety Dollars (\$1,074,190) (“**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, but in any event shall not exceed the Amended Contract Amount without amendment of this Contract. Contractor will submit monthly billing invoices to OCII for review and approval. The Contractor invoices shall use the template provided in Attachment B-1.

4. Any exhibits or attachments referenced in this First Amendment are incorporated into this document by this reference.
5. The capitalized terms used in this Amendment have the meanings as defined in the Contract unless specifically defined in this Amendment.
6. Except as modified by this Amendment, all provisions of the Contract, including any exhibits and subsequent amendments to them, remain in full force and effect. All references otherwise specifically set forth or otherwise indicated by context.
7. In the event of any conflict between the provisions of this Amendment and the provisions of the Contract, the provisions of this Amendment will prevail. Whether or not specifically amended by this 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 Amendment.
8. If any provision of the Contract, as amended by this 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.
9. This Amendment may be executed in one or more counterparts, each of which will be deemed original, but all of which will constitute one and the same instrument. For purposes of this Amendment, an electronic copy of a signed document, or an electronically signed document, has the same force and legal effect as a document executed with an original ink signature. The term “electronic copy of a signed document” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed document” means a contract (including an amendment) that is executed by applying an electronic signature using technology approved by each of the parties.

Signatures of parties on following page

NOW THEREFORE, the parties have caused their undersigned, duly authorized signatories to sign this Amendment on the dates set forth below.

OCII

Contractor

Successor Agency to Redevelopment Agency
of the City and County of San Francisco

M.J.F. ASSOCIATES
CONSULTING

By: _____
Thurston Kaslovsky
Executive Director

By: _____
Micah J. Fobbs
Proprietor

Date: _____

Date: _____

Approved as to form

By: _____
Victor Pappalardo
Deputy General Counsel

ATTACHMENT B

MJF & Associates Consulting Budget Year 1- July 2022 through Year 3- June 2025						Amendment Period 7/1/25 - 12/31/25
Expenses (estimated):						
<u>Personnel</u>	<u>Est Hours</u>	<u>Hourly Rate</u>	Year 1	Year 2 2% COLI	Year 3 2% COLI	Amedment Period 2% COLI
1) M.J.F. & Associates (Lead) Operations Consultant	1,100	96.43	106,073.00	108,194.46	110,358.35	32,688.00
2) Alise Vincent ((Emp) Site office/CAC Admin Manager.)	1,560	70.55	110,058.00	112,259.16	114,504.34	45,763.20
3) Paulette Marie Hooey - ((Emp) Site Office/Administrative	250	63.5	15,875.00	16,192.50	16,516.35	7,627.20
4) Dane Thomas - ((Emp) Site Office/Administrative Asst.)	750	32.31	24,232.50	24,717.15	25,211.49	22,881.60
5) (Sub) Community/Outreach Cordinator/Outreach Expences	160	150	24,000.00	24,480.00	24,969.60	48,000.00
Total Personnel Expenses:			280,238.50	285,843.27	291,560.13	156,960.00
<u>Community Outreach & Public Participation</u>						
6) General Meeting Room, Rentals, Monitor & Equipment			2,500.00	2,500.00	2,500.00	1200.00
7) Refreshments for Meetings			5,000.00	5,000.00	5,000.00	2400.00
8) Postage and Machine Lease (mailings)			500.00	500.00	500.00	240.00
9) Multimedia/Website & Internet subscriptions			2,000.00	2,000.00	2,000.00	960.00
10) Translation Services			2,000.00	2,000.00	2,000.00	960.00
Total Community Outreach Expense:			12,000.00	12,000.00	12,000.00	5,760.00
<u>Direct Cost</u>						
11) Telephone Charges			1,800.00	1,800.00	1,800.00	1161.68
12) Office Supplies (includes badging supplies)			2,400.00	2,400.00	2,400.00	1548.91
13) Copier Lease			3,600.00	3,600.00	3,600.00	2323.36
14) Site Office Furniture and Maintenance			2,400.00	2,400.00	2,400.00	1548.91
15) Site Office Internet			1,700.00	1,700.00	1,700.00	1097.14
Total Direct Cost:			11,900.00	11,900.00	11,900.00	7,680.00
16) Contingency			8,000.00	8,000.00	8,000.00	19,200.00
17) Sub-Contract Administration Fee (5%)			1,200.00	1,224.00	1,248.48	2,400.00
Total Proposed Expenses*			313,338.50	318,967.27	324,708.61	192,000.00
*All contract values are Not to Exceed (NTE)			Expense Total:			1,149,100.00
			Remaining Contract Amount (as of 6/30/2025) :			74,910.38
			Amended Contract Amount:			1,074,190
			Amount added to Contract:			117,089.62