MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Tiffany Bohee, Executive Director

SUBJECT: 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 Citizens 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

EXECUTIVE SUMMARY

On February 19, 2013 the Office of Community Investment and Infrastructure (“OCII”) entered into a 39 month contract with W.B. Kennedy & Associates, a sole proprietorship owned by Willie B. Kennedy, to operate OCII’s site office (“Site Office”) at the Hunters Point Shipyard (“Shipyard”). The Site Office is tasked with providing administrative support, information and outreach services (collectively “Support Services”) to OCII, the Hunters Point Shipyard Citizen’s Advisory Committee (“CAC”) and the broader Bayview Hunters Point (“BVHP”) community.

On June 27, 2013, Ms. Kennedy passed away. Because her business was a sole proprietorship, her passing means that the business ceases to exist after business operations have been wound down.

As uninterrupted provision of Site Office services is required to fulfill OCII’s obligation to provide the public with ongoing access to information about the Shipyard development and is also required to ensure that implementation of the Shipyard project remain on schedule as required by the underlying agreements, OCII staff recommends entering into a Personal Services Contract with Micah J. Fobbs, owner of M.J.F. & Associates, who co-managed the Site Office with Willie B. Kennedy up until her passing, to continue operating the Site Office and provide Support Services.

Entering into a contract with M.J.F. & Associates is in furtherance of the following enforceable obligations: 1) the Hunters Point Shipyard Phase 1 Disposition and Development Agreement (“Phase 1 DDA”) and Hunters Point Shipyard Phase 2/Candlestick Point Disposition and Development Agreement (“Phase 2 DDA”, together, “DDAs”) and 2) the Security Services Cooperative Agreement with the United States Navy. All payments associated with this Contract are reimbursable by the Shipyard’s master developer and are included on OCII’s Recognized Obligation Payment Schedule (“ROPS”).
Staff recommends authorization of a personal services contract with W.B. Kennedy & Associates for a 3 year term for a total Contract amount not to exceed $784,205 to operate OCII’s Shipyard Site Office and to provide Support Services.

DISCUSSION

Background

In 1991, the United States Congress designated the Shipyard for formal closure under the federal Defense Base Closure and Realignment Act ("BRAC") and authorized the United States Department of the Navy (the "Navy") to transfer the Shipyard in phases, upon completion of environmental remediation, to the former San Francisco Redevelopment Agency ("SFRA") at no cost. In 1995, a CAC was formed consisting of 29 members appointed by the Mayor, representing residents of BVHP, tenants or businesses operating at the Shipyard, and members of the public with various technical expertise, to advise SFRA on the conversion of the Shipyard to civilian use and its subsequent development.

Since 1996, SFRA operated the Site Office at the Shipyard, which has been managed by a consultant to provide Support Services and to disseminate information about SFRA’s, and now OCII’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 OCII’s program to provide security badges to visitors to the Shipyard.

The original contract with W.B. Kennedy & Associates

In 2013, in accordance with OCII’s Purchasing Policy, staff solicited contractors to manage the Shipyard Site Office via the Request for Proposal ("RFP") method and received two proposals in response to the RFP. A panel consisting of CAC members, a Lennar representative and OCII staff evaluated and interviewed both applicants and unanimously recommended W.B. Kennedy & Associates to manage the Shipyard site office. Following the CAC endorsement at its February 11, 2013 meeting, the OCII Commission authorized the Executive Director to enter into a contract with W. B. Kennedy & Associates on February 19, 2013.

The scope of services to be provided under the contract with W.B. Kennedy & Associates is summarized below, and is attached as Attachment A: Scope of Services:

- **Project Area Services**: coordinating with on-site security provider, providing security badges, facilitating Shipyard tours, etc
- **Administrative Support Services**: providing administrative and clerical support to the CAC, securing services and goods for CAC meetings and activities, staffing of the Site Office, and preparing and disseminating of minutes and agendas for CAC meetings.
- **Outreach Services**: assisting Agency staff with disseminating information to the community, developing an outreach process to maximize community participation in CAC meetings, maintain database of stakeholder contact information, and maintenance of a CAC website
- **Reporting**: provide monthly and annual reports summarizing activities
- **Operations Manual**: maintain an operations manual for the Site Office
Willie B. Kennedy & Associates provided staffing to carry out this scope of work by subcontracting with M.J.F. & Associates, LeBlanc & Associates and Alise Vincent & Associates. Ms. Kennedy’s role as prime contractor focused on personnel and financial management for the Site Office, as well as relationship building with BVHP stakeholders and outreach to the BVHP community. Micah J. Fobbs, the owner of M.J.F. & Associates, was the Site Office Operations Manager and co-managed the majority of the Scope of Services with Ms. Kennedy and dealt with the Site Office’s day-to-day needs. Bridgette LeBlanc, the owner of LeBlanc & Associates focused on administrative support to the CAC and Alise Vincent, the owner of Alise Vincent & Associates provided general office support services.

Mr. Fobbs, a BVHP resident, who is also Ms. Kennedy’s grandson, has been responsible for co-managing the Site Office’s operations for the last eight years, building strong relationships with the CAC members and the broader BVHP community, ensuring that CAC meetings run smoothly, and that public information request are answered in a timely fashion.

**M.J.F. & Associates**

Mr. Micah J. Fobbs, the principal of M.J.F & Associates, has been co-managing the Site Office since 2005. During that period, he has developed a good rapport with the BVHP community and various community organizations, as well as a supportive network of community leaders. His outstanding services have been specifically pointed out in reference letters that were submitted as part of the W. B. Kennedy’s team proposal. Additionally, all of the members of M.J.F & Associates’ team also have previous experience at the Shipyard Site Office, providing administrative support to the Shipyard CAC and disseminating information about the redevelopment of the Shipyard to the broader BVHP community.

M.J.F & Associates is a certified San Francisco Local and Economically Disadvantaged Business Enterprise ("LBE") through the City and County of San Francisco Office of the City Administrator. M.J.F & Associates is also a minority -owned business located in the Bayview Project Areas. The Small Business Enterprise ("SBE") Policy states that OCII will accept those certifications that are consistent with the SBE Policy. M.J.F & Associates meet the SBE certification criteria and their 3-year average gross receipts total is under the certification threshold of $2 million for professional services consultants.

**Sole Source Justification for Contract with M.J.F & Associates**

Section IX.D.d. of 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, 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.

Mr. Fobbs 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.

Thus OCII recommends retaining M.J.F and Associates to continue WBK team’s scope of work under the terms and conditions of the existing contract with W.B. Kennedy & Associates. The CAC’s Executive Subcommittee endorsed staff’s recommendation at its July 22 meeting.

**Contract Term and Budget**

The Contract covers the time period that is remaining from the earlier contract with W.B. Kennedy & Associates and thus has a 3 year term from July 1, 2013 through June 30, 2016. The first year budget is not to exceed $257,176, which is comprised of up to $209,876 for personnel costs, up to $28,000 for community outreach expenses, and up to $9,300 for telephone, office supply, and copier expenses. Year 2 of the Contract will begin on July 1, 2014, and the amount for personnel costs will be increased by a 2% cost of living adjustment, for a total annual Contract amount not to exceed $261,374. An additional 2% increase on personnel costs will take effect at the start of Year 3 of the Contract on July 1, 2015, for a total annual Contract amount not to exceed $265,655. The total Contract amount is not to exceed $784,205. The Contract will be funded as a project cost under the Phase 1 and Phase 2 DDAs with Lennar, i.e. OCII will make payments to the Contractor for which Lennar will reimburse OCII. For a detailed breakdown of the term and budget, please see Attachment #1- B: Budget and Payment Schedule.

**Enforceable Obligation**

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 341773 (a). OCII has determined that the proposed Personal Services Contract complies with an existing enforceable obligation, as follow:

1. The DDAs are enforceable obligations of OCII, and on December 14, 2012 the State Department of Finance issued a Final & Conclusive Determination affirming these obligations. The DDAs govern the public-private partnership between OCII and the Shipyard’s master developer. The DDAs require OCII to approve certain land use and related decisions at public hearings before the OCII 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. OCII 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 Contract.

4. Payments associated with this Contract are reimbursable by the Shipyard’s master developer and are included on OCII’s ROPS (ROPS 13/14 A line 25) as authorized by the Oversight Board Resolution No. 4-2013 on February 25, 2013, and will continue to be shown on subsequent ROPS for the duration of the Contract.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Authorization of the 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.

(Originated by Amabel Akwa-Asare, Assistant Project Manager, Hunters Point Shipyard)

Tiffany Fohee
Executive Director

Attachment 1-A: M.J.F & Associates Personal Services Contract Scope of Services
Attachment 1-B: M.J.F & Associates Personal Services Contract Budget
ATTACHMENT 1-A: Scope of Services

Contractor will provide services to the Agency for project area services, site office management, employment and business referrals for the Shipyard, and administrative services to the CAC and the Agency. Additionally, the Contractor will provide outreach assistance to Agency staff and the CAC in the implementation of the Phase 1 and Phase 2 development of the Shipyard.

Under the direction of Agency staff, Contractor will perform the following services:

1. **Project Area Services:** The Contractor will provide site office management and property management assistance:
   a) Oversee the security badging program for the Shipyard, which includes coordinating with the Agency's security vendor to provide security badges to individuals seeking to gain access to restricted areas of the Shipyard.
   b) Assist with site and building tours.
   c) Assist in the management of the operation of HPS Sustainability Center, including managing the reservation system.

2. **Administrative Support Services:** The Contractor will provide administrative and clerical support for the CAC including the following tasks:
   a) Plan and schedule meetings in consultation with Agency staff, the Chair (or designee) and subcommittee chairs of the CAC.
   b) Contact Agency staff, the Chair (or designee) and subcommittee chairs of the CAC for changes to standard dates, new dates and alterations to the agendas prior to the compilation of the calendar and mailing.
   c) Create and maintain a monthly public calendar of meeting dates, which shall be distributed at least 72 hours prior to the first day of each month.
   d) Mail the agenda for the each meeting no less than seven (7) days in advance of any meeting date. Update and distribute all calendars and agendas as necessary and in accordance with the Brown Act.
   e) Staff CAC meetings and provide administrative and meeting management support. Staff meetings of the Legacy Foundation for Bayview Hunters Point and provide meeting management support.
   f) Provide minutes of each meeting no less than seven (7) days before the next meeting.
   g) Provide support services at up to four (4) workshops per year sponsored by the CAC, the Agency and Lennar, upon request. If requested, the Contractor will be responsible for providing the CAC with workshop notes. A 30-day turnaround for workshop minutes will be required. Notes must be available earlier if there is a relevant follow-up workshop.
   h) Have a working knowledge of all relevant documents associated with the CAC's work at the Shipyard, including: a) the Hunters Point Shipyard Redevelopment Plan; b) the Navy Conveyance Agreement; and c) the Phase 1 and 2 Development and Disposition Agreements (“Phase 1 and 2 DDAs”) between the Agency and Lennar and ancillary documents such as the Community Benefits Agreement.
   i) Follow Agency policies and procedures and working with the Agency's Project Management staff, solicit bids for services and goods required for CAC activities and meetings. These services and goods will include, but are not be limited to procurement of office supplies, postage, and phone service, refreshments for
meetings, audio-visual services and the maintenance and repair of office equipment.
j) Staff and operate the Agency's Shipyard site office Monday through Friday from 8:00 a.m. to 5:00 p.m. ("Normal Business Hours"). Any change to the Normal Business Hours requires prior approval of Agency staff.
k) Establish and maintain document storage and tracking systems (including paper files, electronic databases, and related media systems) of CAC documents to ensure that they are readily available and in compliance with the Agency's policies.

3. **Outreach Services**: The Contractor will provide the following services:

a) Work with Agency staff and the CAC to develop strategy, goals and objectives for disseminating information through community meetings, and as otherwise needed to update community organizations, residents and community leaders about the status of Shipyard redevelopment.

b) Develop an outreach process to ensure that the opportunity for community participation in CAC meetings is maximized for BVHP Area residents, homeowners, community organizations, and businesses.

c) Develop and maintain relationships with BVHP Area tenants, citizens groups and public and private organizations to further the goals of the Hunters Point Shipyard Redevelopment Plan and the Phase 1 and 2 DDAs.

d) Create and maintain a comprehensive database of residents, homeowners, community organizations, and businesses within the "BVHP Area" as defined in the Phase 1 Disposition and Development Agreement (i.e., the portions of Supervisorial District 10 in 94124, 94134, and 94107 zip code areas)

e) Update and expand the CAC's mailing list to include residents, community-based organizations, businesses, property owners in the BVHP Area.

f) Prepare and distribute information for existing residents, non-profit organizations and businesses on the community benefits Lennar is obligated to provide under the Phase 1 and 2 DDAs.

g) Schedule meetings and make presentations to the residents of the BVHP Area and the general public regarding the development issues and the employment opportunities that exist at the Shipyard.

h) Schedule and conduct site tours of the Shipyard and surrounding BVHP Area for prospective developers, tenants and the general public, including nonprofit organizations and businesses upon request from Agency staff.

i) Serve as a point of contact for information requests regarding the Shipyard. Respond to telephone, U.S. mail, electronic mail and walk-in inquiries in accordance with the Agency's Public Records Policy. Document and perform follow-up on such inquiries, as appropriate. Direct the general public to appropriate Agency representatives, CAC officers, developer representatives and consultants.

j) Maintain a website with relevant documents and information. Coordinate with Agency staff regarding updates and content for the website. Coordinate with Agency staff to upload CAC related documents and information to other websites, such as the Agency website

k) Use multiple media (mail, email, website, and social media, etc.) to optimize dissemination of information.
4. **Reporting Requirements:** The Contractor will provide the following:
   a) Monthly written reports (in form requested by the Agency) of all activities and contacts, and other reports to the Agency on an as needed basis.
   b) A detailed annual report summarizing all activities that have taken place during the preceding fiscal year. Include in the annual report the agendas, minutes, and flyers for all meetings managed by the Contractor both in paper and in electronic form.

5. **Operations Manual.**
The Contractor shall maintain an operations manual for the Agency's site office at the Shipyard. The Contractor shall consult with Agency staff to determine the specific contents of the operations manual; however, in general, the operations manual shall provide detailed instructions on all administrative, clerical, operational and technical (including the operation and maintenance of all office equipment) tasks performed by the Contractor: (i) at the Agency's Shipyard site office, (ii) in connection with the CAC meetings, or (iii) any other task set for under the Scope of Services.
**ATTACHMENT 1-B: Budget**

### MJF & Associates Consulting Budget Years 1- July 2013 through Year 3- June 2016

<table>
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<th>Expenses (estimated):</th>
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<th>Year 2</th>
<th>Year 3</th>
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*All amounts are maximum not-to-exceed amounts. Payments will be based on submitted invoices that show actual expenses and hours worked.*