SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY

FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT ("Contract") is entered into as of January 1, 2014 (the “Effective Date”) by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the “Agency”), and McCoy’s Patrol Service, a California corporation (“Contractor” or “McCoy”), with reference to the following facts and circumstances.

RECITALS

1. The Hunters Point Shipyard (the “Shipyard”) is an approximately 500 acre former naval base located along the southeastern waterfront of San Francisco. The Board of Supervisors originally adopted the Redevelopment Plan in 1997 and amended it in 2010 to provide for the integrated planning and development of the Shipyard and the Candlestick Point portion of the Bayview Hunters Point Redevelopment Project Area. The land based property is divided into Parcels A through G. Properties transfer to Office of Community Investment and Infrastructure or “OCII” as successor to the former San Francisco Redevelopment Agency (“SFRA”) and get developed in phases after the U.S. Department of the Navy (the “Navy”) completes their environmental remediation.

2. Most of the Shipyard is under Navy management and is undergoing some form of environmental remediation. Although, there are areas with commercial tenants and staff based at the Shipyard, the site mostly consists of abandoned and dilapidated structures. However, a master-planned mixed use community of over 12,000 units is being developed and is partially under construction. Miles of new utilities, 26 acres of parks, and over 800 units of housing will be completed over the next five years in the Shipyard’s first phase. The first residential units began construction in July 2013.

3. The 2004 Conveyance Agreement establishes the process for the transfer of Shipyard parcels from the Navy, after the Navy has completed environmental remediation of parcels to levels consistent with the intended reuse of the property. The Conveyance Agreement also set forth rights and responsibilities for both the Navy and SFRA including requiring SFRA to enter into a Security Cooperative Agreement with the Navy in 2005 to provide Security Services at the Shipyard.

4. In furtherance of this, SFRA issued a Request for Qualifications (“RFQ”), seeking qualified security firms to provide security services (“Security Services”) at the Shipyard in August 2005. SFRA staff received three complete responses from security vendors through the RFQ. After an evaluation of the proposals and interviews, McCoy’s Patrol Service (“McCoy”) was determined to be the most qualified firm to provide Security Services at the Shipyard and was recommended to the SFRA Commission for a personal services
contract ("Contract"). SFRA entered into a three-year Contract with McCoy, with two one-year extensions to be exercised by the Executive Director. OCII is reimbursed 100 percent for security services on a pro-rata-share basis by the Navy and the Shipyard’s developer, HPS Development Co, LP ("Lennar" or the "Developer").

5. The Phase 1 Disposition and Development Agreement ("Phase 1 DDA") requires Lennar to provide property management services at the Shipyard through an Interim Lease starting in 2006. The Interim Lease required Lennar to provide all the property management services at the Shipyard (only for the OCII occupied areas, which are Parcel A and portions of Parcel B) except for Security Services which SFRA decided to contract for directly. However, the Interim Lease required Lennar to provide Security Services if OCII requested it.

6. Since Lennar already provides all the other property management services at the Shipyard, OCII has requested that Lennar now provide the Security Services as required under the Interim Lease.

7. However, Lennar is unable to complete a solicitation before the term of McCoy’s Contract ends on December 31, 2013. In order to provide uninterrupted Security Services for the Shipyard during the procurement process, staff is seeking to extend the current Contract on a month to month basis for up to two months. The extended Contract would then be terminated at the earlier of (1) February 28, 2014 or (2) the date upon which the new personal services contract with Lennar is in effect, subject to noticing provisions described in Section 2 of the Contract. This First Amendment will not change the scope of work of the Contract but will increase the budget of the Contract by $70,000. The Shipyard Citizens Advisory Committee ("CAC") concurs with the recommendation to extend this Contract.

8. Under the State’s redevelopment dissolution law, the OCII is the successor agency to the former Redevelopment Agency and all authority, rights, powers, duties, and obligations previously vested in the former Redevelopment Agency, under the Community Redevelopment Law, are vested in the Agency (See California Health & Safety Code Section 34173).

9. Authorization of a Contract amendment with McCoy’s is an OCII administrative activity that would not have any direct physical effects on the environment and is not a “Project” as defined in California Environmental Quality Act Guidelines Section 15378(b)(5).

10. OCII and Contractor desire to modify the Contract on the terms and conditions set forth herein to allow Contractor’s services to continue on a month-to-month basis over a two-month period.
AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OCII and the Contractor agree as follows:

1. Definitions. Hereinafter, the term “Contract” shall mean the contract for security services entered into by OCII, as successor to the SFRA, and McCoy, as amended by this First Amendment.

Terms used and not defined in this First Amendment shall have the meaning assigned to such terms in the Contract.

2. Modifications. The Contract is modified as follows:

   a. Section 2, TIME OF COMPLETION, is hereby amended in its entirety to read as follows:

      “The term of this Contract shall begin on January 1, 2009 through December 31, 2013, and continue on a month-to-month basis thereafter for a period of two (2) months. The OCII Executive Director may terminate this Contract at any time during the month-to-month period (including mid-month) without cause, by giving 30 days' advance written notice to Contractor.”

   b. Section 12 E, Other Insurance Provisions, is hereby amended in its entirety to read as follows:

      “The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

      (1) The " United States Navy, HPS Development Co, LP, Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees" are to be covered as insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.

      (2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor's insurance and shall not contribute with it.

      (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.
(4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

c. Section 12 F, Workers’ Compensation and Employer’s Liability Coverage, is hereby amended in its entirety to read as follows:

“Insurer shall agree to waive all rights of subrogation against the "Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees" for losses arising from worked performed by Contractor or for the Agency.”

d. Budget. There shall be no change in the rates or fees for the work performed under this Contract, but the budget shall be increased by $70,000 for the work to be performed from January 1, 2014 through February 28, 2014 and the Contractor shall be paid for all the days worked during this 2 month extension (inclusive of holidays), and neither month shall exceed $35,000 in billings.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after January 1, 2014.

4. Legal Effect. Except as modified by this First Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF OCII and Contractor have each caused this Contract to be duly executed as of the Effective Date.

MCCOY’S PATROL SERVICE, a California corporation

By: ______________________________
   Jacqueline Coleman, Chief Operating Officer
   Federal Tax Identification No. 94-2537189

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

By: ______________________________
   Tiffany Bohee
   Executive Director

APPROVED AS TO FORM:

By: ______________________________
   Charles Sullivan
   City and County of San Francisco,
   Office the City Attorney