

File No. 101166

Committee Item No. 4

Board Item No. 33

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: October 13, 2010

Board of Supervisors Meeting

Date 10.19.10

Cmte Board

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OTHER

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Completed by: Victor Young

Date: October 8, 2010

Completed by: Victor Young

Date: 10/14/10

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.



W. R. O.



1 [Amendment to Fire Department Cooperative Agreement with the Navy]

2
3 **Resolution authorizing the San Francisco Fire Department to amend the Cooperative**
4 **Agreement with the United States Navy to set the reimbursement rate for fire and**
5 **emergency medical services to portions of the Hunters Point Shipyard for the period**
6 **October 1, 2010, through September 30, 2011, and to accept and expend funds from the**
7 **Navy as reimbursement for services under that Agreement.**

8
9 WHEREAS, The United States Navy ("Navy") and the San Francisco Redevelopment
10 Agency ("SFRA") entered into a legally binding conveyance agreement ("Conveyance
11 Agreement") that established a process for the SFRA to receive at no cost conveyances of
12 parcels at the Hunters Point Naval Shipyard ("Shipyard") after the Navy completed
13 environmental remediation on those parcels; and,

14 WHEREAS, The Conveyance Agreement required the Navy to fund reasonable levels
15 of fire service to those portions of the Shipyard under federal control, provided that the San
16 Francisco Fire Department ("SFFD") enter into a Cooperative Agreement with the Navy to
17 provide those services; and,

18 WHEREAS, By Resolution 379-09, the Board of Supervisors authorized the SFFD to
19 enter into a five-year Cooperative Agreement with the Navy, effective October 1, 2009
20 through September 30, 2014, to provide fire and emergency medical services to those
21 portions of the Shipyard under federal control; and,

22 WHEREAS, Under the Cooperative Agreement, the parties set \$1,088,542 as the
23 amount due as reimbursement for services during the first year of the Agreement, from
24 October 1, 2009 through September 30, 2010; and,

1 WHEREAS, Under the Cooperative Agreement, at the end of each year, the parties
2 must negotiate the amount for services due for the following one-year performance period,
3 and amend the Cooperative Agreement to specify that amount; and,

4 WHEREAS, For the period October 1, 2010 through September 30, 2011, the SFFD
5 and the Navy have agreed to a \$1,132,084 reimbursement amount for costs incurred by the
6 SFFD in providing fire and emergency medical services under the Cooperative Agreement;
7 and,

8 WHEREAS, That reimbursement amount represents the maximum increase allowed
9 under the Cooperative Agreement; and,

10 WHEREAS, The parties have prepared a proposed amendment to the Cooperative
11 Agreement to reflect the negotiated reimbursement amount for the period October 1, 2010
12 through September 30, 2011, and both the original Cooperative Agreement and the proposed
13 amendment are on file with the Clerk of the Board of Supervisors in File No. 101166, which is
14 hereby declared to be a part of this Resolution as if set forth fully herein; and,

15 WHEREAS, At its regular meeting of May 13, 2010, the Fire Commission adopted a
16 resolution recommending that the Board of Supervisors authorize the Fire Department to
17 enter the amendment to the Cooperative Agreement, which resolution is on file with the Clerk
18 of the Board of Supervisors in File No. 101166, which is hereby declared to be a part of this
19 Resolution as if set forth fully herein; now, therefore, be it

20 RESOLVED, That the Board of Supervisors hereby authorizes the SFFD to enter the
21 proposed amendment to the Cooperative Agreement to set a reimbursement amount of
22 \$1,132,084 for fire and emergency medical services provided by the SFFD during the period
23 October 1, 2010 through September 30, 2011; and, be it
24
25

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Fire Department
2 to expend the funds received by the Navy for reimbursement of costs for providing services
3 under the Cooperative Agreement.
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Item 4
File 10-1166

Department(s):
Fire Department,
San Francisco Redevelopment Agency (SFRA)

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution would amend the existing five-year Cooperative Agreement between the United States Navy (Navy) and the Fire Department to (a) continue providing fire suppression and emergency medical services at the Hunters Point Naval Shipyard, and (b) increase reimbursements by the Navy to \$1,132,084 for costs incurred by the Fire Department for the one-year period from October 1, 2010 through September 30, 2011.

Key Points

- In April 2004, the Navy and the San Francisco Redevelopment Agency (SFRA) entered into a Conveyance Agreement that established the process for the Navy to transfer 929 acres of Navy-owned property at the Hunters Point Naval Shipyard (Shipyard) to the SFRA at no cost to the SFRA, after the Navy completed environmental remediation on those parcels. In December 2004, the Navy conveyed 75 acres, out of the total 929 acres, to the SFRA.
- In August 2004, the Board of Supervisors approved a resolution which authorized the Fire Department to enter into a five-year Cooperative Agreement with the Navy for the provision of fire suppression and emergency medical services on the Navy-owned property at the Shipyard, effective October 1, 2004 through September 30, 2009 (File 04-0992).
- In October 2009, the Board of Supervisors approved a second five-year Cooperative Agreement between the Navy and the Fire Department for the Navy to annually reimburse the Fire Department for continued fire suppression and emergency medical services on 336 acres of the 929 acres of Navy-owned property at the Shipyard until all parcels are conveyed to the SFRA (File 09-1114). The Cooperative Agreement covers Fire Department services to 336 acres of the total 929 acres because 75 acres have already been transferred from the Navy to the SFRA and the remaining 518 acres are partially or fully submerged underwater.
- The current Cooperative Agreement requires the Navy and the Fire Department to amend the Agreement each year to establish the annual reimbursement amount.

Fiscal Impacts

Approval of the proposed resolution would result in \$1,132,084 in reimbursement revenue paid by the Navy to the Fire Department, for the one-year period from October 1, 2010 through September 30, 2011. This represents an increase of \$43,542 or four percent from the \$1,088,542 reimbursed by the Navy to the Fire Department in FY 2009-2010, and fully reimburses the Fire Department for its costs.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

City Charter Section 9.118 (c) requires that any lease or lease modification, amendment or termination having anticipated revenue to the City and County of \$1,000,000 or more be approved by resolution of the Board of Supervisors.

Background

In April 2004, the Navy and the San Francisco Redevelopment Agency (SFRA) entered into a Conveyance Agreement¹ that established the process for the United States Navy (Navy) to transfer eight Navy-owned parcels, totaling 929 acres, at the Hunters Point Naval Shipyard (Shipyard) to the SFRA at no cost to the SFRA, after the Navy completed environmental remediation on those parcels. In accordance with the Conveyance Agreement, until all of the Navy-owned property is transferred to the SFRA, the Navy is required to either (a) directly provide fire suppression and emergency medical services to those Shipyard parcels still owned by the Navy, or (b) reimburse the Fire Department to provide fire suppression and emergency medical services to such Navy-owned parcels.

In August 2004, the Board of Supervisors approved a resolution which authorized the Fire Department to enter into an initial five-year Cooperative Agreement with the Navy for the Fire Department to provide fire suppression and emergency medical services on 929 acres of Navy-owned property at the Hunters Point Naval Shipyard, effective October 1, 2004 through September 30, 2009 (File 04-0992). Of the 929 acres of Navy-owned property, the Fire Department is reimbursed by the Navy for the Fire Department's services on 411 acres (defined as Parcels A, B, C, and D). The remaining 518 acres (929 total acres less 411 acres), which are to be transferred from the Navy to the SFRA, are either partially or fully submerged underwater. In December 2004, the Navy transferred Parcel A (75 acres) to the SFRA. Prior to October 1, 2004, the Navy provided its own fire suppression and emergency medical services to the entire Shipyard.

On September 30, 2009, the Board of Supervisors approved a resolution (File 09-1114) that authorized the Fire Department to enter into a second five-year Cooperative Agreement from October 1, 2009 through September 30, 2014. According to Mr. Mark Corso, Chief Financial Officer of the Fire Department, the existing Cooperative Agreement is essentially identical to the previous Cooperative Agreement in that the Navy reimburses the Fire Department for providing fire suppression and emergency medical services on Parcels A, B, C, and D at the Hunters Point Naval Shipyard, as specified in the Cooperative Agreement. With the Navy's

¹ According to Ms. Elaine Warren, Deputy City Attorney, the Conveyance Agreement was entered into between the Navy and the SFRA in accordance with Section 2824(a) of the National Defense Authorization Act for FY 1991, as amended by Section 2834 of the National Defense Authorization Act for FY 1994. The Act, as amended, provides for the Secretary of the Navy to convey the closed Hunters Point Naval Shipyard to the City or the City's designated local reuse authority. The SFRA is the City's designated local reuse authority for purposes of the federal statute. The SFRA is authorized by the Hunters Point Shipyard Redevelopment Plan, approved by the Board of Supervisors, and in accordance with redevelopment law and City Code, to acquire land in furtherance of the redevelopment process.

transfer of Parcel A (75 acres) to the SFRA in December 2004, the Navy now owns 336 acres (411 less 75). Therefore, the Fire Department is reimbursed for services provided to Parcels B, C, and D, which total 336 acres.

Under the terms of the existing Cooperative Agreement, in the first year, from October 1, 2009 to September 30, 2010, the Navy reimburses the Fire Department for the Fire Department's costs related to fire suppression and emergency medical services up to a maximum of \$1,088,542, and in each of the subsequent four years, the Cooperative Agreement is amended subject to approval of the Board of Supervisors, to either increase the reimbursement up to a maximum of 4.0 percent or decrease the reimbursement based on the amount of property transferred from the Navy to the SFRA.

Mr. Corso noted that the Cooperative Agreement was structured so that, as the Navy transfers ownership of the remaining Navy-owned parcels of the Shipyard property to the SFRA, the future year reimbursements for fire suppression and emergency medical services would be reduced according to the proportion of parcels transferred. As the SFRA takes ownership of the property from the Navy, the City is then financially responsible for the fire suppression and emergency medical services for those properties transferred to the SFRA. When all of the properties previously owned by the Navy are transferred to the SFRA, the Fire Department will no longer receive reimbursements from the Navy. At that point, all of the costs of the Fire Department's services at the Hunters Point Naval Shipyard will be paid by the City.

Table 1 below shows the parcels covered under the initial Cooperative Agreement, the size of each parcel, and the anticipated ownership transfer date of each parcel from the Navy to the SFRA.

Table 1: Parcels Included in the Cooperative Agreement between the Navy and the Fire Department

Parcel	Acres	Estimated Transfer Date
A	75	December 2004 (actual)
B	59	September 2011
C	78	August 2013
D	199	September 2012
Total	411	

The Navy originally anticipated transferring Parcel B (59 acres) to the SFRA in 2010. However, according to Mr. Thor Kaslofsky, Project Manager for the Hunters Point Naval Shipyard at the SFRA, the Navy will not be conveying any parcels to the SFRA in 2010 due to the longer than anticipated environmental cleanup which was required on Parcel B. As shown in Table 1 above, Parcel B is currently anticipated to be transferred from the Navy to the SFRA in September 2011. Because Parcel A was transferred from the Navy to the SFRA in December 2004, Parcels B, C, and D, totaling 336 acres of the original 411 acres, are the only parcels currently covered under the existing Cooperative Agreement between the Navy and the Fire Department.

DETAILS OF PROPOSED LEGISLATION

As required by the Cooperative Agreement between the Fire Department and the U.S. Navy (Navy), the reimbursement amount paid by the Navy to the Fire Department for fire suppression and emergency medical services provided by the Fire Department at the Hunters Point Naval Shipyard is set each year by an amendment to the Cooperative Agreement. With the Navy's conveyance of 75 acres to the SFRA in December 2004, the Fire Department is reimbursed for services provided on 336 acres of the Navy-owned property at the Hunters Point Naval Shipyard.

The proposed resolution would amend the existing Cooperative Agreement to increase the amount paid by the Navy to the Fire Department from \$1,088,542, the previously estimated maximum reimbursement amount (see Background Section above), to \$1,132,084, an increase of \$43,542, or 4.0 percent, which is the maximum increase allowed under the existing Cooperative Agreement. The proposed increase in the reimbursement amount would be effective for the one-year period from October 1, 2010 through September 30, 2011. Mr. Corso reports that the agreement between the Fire Department and the Navy "adequately reimburses the Department for costs of services provided..."

The proposed resolution also authorizes the Fire Department to accept and expend the funds received from the Navy for the reimbursement of the Fire Department's costs for providing services under the Cooperative Agreement.

Based on the data provided by the Fire Department, Table 2 below shows the Fire Department's costs from the first year of the existing Cooperative Agreement, from October 1, 2009 through September 30, 2010, and the anticipated costs for the subject proposed second year, from October 1, 2010 through September 30, 2011, based on the type of Fire Department units provided. Because the Navy conveyed no property to the SFRA during 2010, the reimbursement amount was not subject to any decreases according to the proportion of land transferred.

Table 2: Reimbursements from the Navy to the Fire Department

Fire Department Unit Type ²	2009-2010	2010-2011
Engine 25	\$ 133,249	\$ 138,579
Engine 17	496,175	516,022
Truck 17	253,584	263,727
Battalion 10	95,971	99,810
Ambulance	109,564	113,947
Total	\$ 1,088,543	\$ 1,132,085

According to Mr. Corso, the intent of the original agreement in 2004 was for the Fire Department to staff the old Hunters Point Fire Station, which was previously staffed by Navy firefighters. However, due to the physical condition of that fire station, the Fire Department, with the consent

² This column describes the type of unit that may be sent in response to fire suppression or emergency medical services at the Hunters Point Naval Shipyard. The number after each unit identifies the fire station the unit originates. For example, Engine 25 is based at Fire Station 25. Because ambulances are not based at any fire station, they do not have a number after the unit.

of the Navy, instead responds to fire suppression and emergency medical incidents at the Hunters Point Naval Shipyard from City Fire Stations in surrounding areas. In most cases, Fire Station 25 (3305 3rd Street) and Fire Station 17 (1295 Shafter Street) are currently the primary responders to incidents at the Shipyard, but depending on the scope of the incident, other Fire Department Stations may also respond. In addition, ambulances are not deployed out of Fire Stations; rather, ambulances are deployed throughout the City such that there are not specific ambulances that respond solely to incidents at the Hunters Point Naval Shipyard.

FISCAL IMPACT

Approval of the proposed resolution would result in the Navy reimbursing the Fire Department \$1,132,084 for the Fire Department to provide fire suppression and emergency medical services at the Hunters Point Naval Shipyard. According to Mr. Corso, the proposed reimbursement amount of \$1,132,084 is included as revenue in the Fire Department's FY 2010-2011 budget, as previously approved by the Board of Supervisors.

RECOMMENDATION

Approve the proposed resolution.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
NO. N62473-09-2-0017
MODIFICATION P00001

COOPERATIVE AGREEMENT

GRANTEE: CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO FIRE DEPARTMENT
698 SECOND STREET
SAN FRANCISCO, CA 94107

AUTHORITY: 31 U.S.C. Section 6305 & 10 U.S.C. Section 2687 note, section 204 (a) (2) of the Defense Authorization Amendments and Base Closure and Realignment Act of 1988 (P. L. 100-526)

COOPERATIVE AGREEMENT MODIFICATION

The purpose of this modification, in accordance with Section 701 of the General Provisions, is to extend the current Cooperative Agreement from 01 October 2010 to 30 September 2011.

As mutually agreed herein by both parties, the costs of extended caretaker services for fire protection services shall be \$1,132,084, through the extended period of the Cooperative Agreement ending 30 September 2011.

The general provisions, terms and conditions of the basic Cooperative Agreement remain the same as previously adopted.

As a result of this Modification, the total funded amount of the Cooperative Agreement is \$ 2,220,626.

UNITED STATES NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE, SUITE 1000
WASHINGTON, DC 20374-5065

COOPERATIVE AGREEMENT
N62473-09-2-0017
MODIFICATION P00001

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Base Caretaker Cooperative Agreement, by their authorized representatives, hereby cause this Modification to be executed.

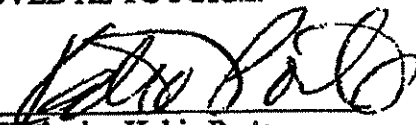
THE CARETAKER

Dated: 7/15/10

By: 
Joanne Hayes-White
for Chief of the Fire Department

APPROVED AS TO FORM:

Dated: 7/14/10

By: 
Katharine Hobin Porter
Deputy City Attorney

THE UNITED STATES OF AMERICA

Dated: 9/7/10

By: 
Robert M. Griffin ROBERT G. SMITH
Grants Officer

FIRE COMMISSION
City and County of San Francisco
Gavin Newsom, Mayor

Stephen A. Nakajo, *President*
Andrea Evans, *Vice President*
George Lau, *Commissioner*
Victor Makras, *Commissioner*



698 Second Street
San Francisco, CA 94107
Telephone 415.558.3451
Fax 415.558.3413

Monica Quattrin, Commission Secretary

RESOLUTION 2010-02

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS AUTHORIZE THE FIRE DEPARTMENT TO AMEND THE COOPERATIVE AGREEMENT WITH THE UNITED STATES NAVY TO SET THE REIMBURSEMENT AMOUNT FOR FIRE AND MEDICAL SERVICES PROVIDED AT THE HUNTERS POINT SHIPYARD FOR THE PERIOD OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.

WHEREAS, The United States Navy ("Navy") and the San Francisco Redevelopment Agency ("SFRA") entered into a legally binding conveyance agreement ("Conveyance Agreement") that establishes a process for the SFRA to receive at no cost conveyances of parcels at the Hunters Point Naval Shipyard ("Shipyard") after the Navy completed environmental remediation on those parcels; and,

WHEREAS, The Conveyance Agreement required the Navy to fund reasonable levels of fire service to those portions of the Shipyard under federal control, provided that the San Francisco Fire Department ("SFFD") enter into a Cooperative Agreement with the Navy to provide those services; and,

WHEREAS, With approval of the Fire Commission and Board of Supervisors, the SFFD entered into a five-year Cooperative Agreement with the Navy, effective October 1, 2009 through September 30, 2014, to provide fire and emergency medical services to those portions of the Shipyard under federal control; and,

WHEREAS, Under the Cooperative Agreement, the amount due for services during the first year of the Agreement, from October 1, 2009 through September 30, 2010, is \$1,088,542; and,

WHEREAS, Under the Cooperative Agreement, at the end of each year, the parties must negotiate the amount for services due for the following one-year performance period, and amend the Cooperative Agreement to reflect that reimbursement amount; and,

WHEREAS, the SFFD and Navy have agreed to a reimbursement amount of \$1,132,084 for the performance period October 1, 2010 through September 30, 2011, which represents the maximum 4% annual increase permitted under the Cooperative Agreement; now, therefore, be it

RESOLVED, That the Fire Commission recommends and requests that the Board of Supervisors authorize the SFFD to enter the proposed amendment to the Cooperative Agreement with the

Navy, to set the reimbursement amount for fire and medical services provided by the Department under the Cooperative Agreement, for the period October 1, 2010 through September 30, 2011.

Adopted at the Regular Meeting of the San Francisco Fire Commission on May 13, 2010.

Ayes: 4 (Nakajo, Evans, Lau, Makras)

Nays: 0



Monica Quattrin, Commission Secretary

1 [Hunters Point Shipyard Cooperative Agreement for Fire and Medical Services.]

2
3 **Resolution authorizing the San Francisco Fire Department to enter a five-year**
4 **Cooperative Agreement with the United States Navy to provide fire and emergency**
5 **medical services to portions of the Hunters Point Shipyard remaining under federal**
6 **ownership, and to accept and expend funds provided to the Fire Department by the**
7 **Navy as reimbursement for services provided under that Agreement.**

8
9 WHEREAS, In April 2004, the United States Navy ("Navy") and the San Francisco
10 Redevelopment Agency ("SFRA") entered into a legally binding conveyance agreement
11 ("Conveyance Agreement") that established a framework and orderly process for the SFRA to
12 receive at no cost conveyances of parcels at the Hunters Point Naval Shipyard ("Shipyard")
13 after the Navy has completed environmental remediation on those parcels; and,

14 WHEREAS, An important provision of the Conveyance Agreement required the Navy
15 to fund reasonable levels of fire services to the Shipyard until the bulk of the Shipyard is clean
16 and transferred, provided that the San Francisco Fire Department ("SFFD") enter into a
17 Cooperative Agreement with the Navy to provide those services; and,

18 WHEREAS, A Cooperative Agreement operates like a reimbursable grant agreement,
19 with the Navy reimbursing the SFFD for costs related to a specific scope of services, up to a
20 maximum amount per year, with annual increases over the term of the Agreement, as well as
21 reductions on a prorate basis as parcels are conveyed to the SFRA, since the Navy cannot
22 lawfully pay for service on property that has been conveyed out of federal ownership; and,

23 WHEREAS, By Resolution 496-04, the Board of Supervisors authorized the SFFD to
24 enter a five-year Cooperative Agreement with the Navy for the period October 1, 2004 through
25 September 30, 2009; and,

1 WHEREAS, The SFFD entered the initial Cooperative Agreement with the Navy, and
2 under that Agreement provided fire and emergency medical services to federally-owned areas
3 of the Shipyard and received annual reimbursement from the Navy for those services; and,

4 WHEREAS, SFFD desires to enter a new five-year Cooperative Agreement with the
5 Navy for the period October 1, 2009 through September 30, 2014, in substantially the form of
6 the Cooperative Agreement filed with the Clerk of the Board in File No. 091114; and,

7 WHEREAS, Under the proposed Cooperative Agreement, the Navy will reimburse the
8 SFFD for costs related to the specified scope of fire and emergency medical services, up to a
9 maximum of \$1,088,542 in the first year of the Agreement. The Navy and SFFD will amend
10 the Agreement annually to increase the reimbursement amount up to a maximum of a 4%
11 increase, and if applicable to reduce the amount on a prorate basis as parcels are conveyed
12 to the SFRA; and,

13 WHEREAS, The Cooperative Agreement was prepared by the Navy and therefore
14 does not include many of the standard contract provisions required under San Francisco law;
15 and,

16 WHEREAS, The Cooperative Agreement requires the City to use federal contracting
17 requirements if subcontracting any services under the Agreement, and SFFD will adhere to all
18 federal contracting requirements when applicable through the duration of the Cooperative
19 Agreement; and

20 WHEREAS, Approval of the proposed Cooperative Agreement will provide appropriate
21 fire and emergency medical services to the federally-owned parcels at the Shipyard, and will
22 ensure that the SFFD is reimbursed for the services it provides; and,

1 WHEREAS, At its meeting on September 10, 2009, the Fire Commission adopted
2 Resolution 2009-06 recommending that the Board of Supervisors authorize the SFFD to enter
3 the Cooperative Agreement; now, therefore, be it,

4 RESOLVED, That the Board of Supervisors hereby authorizes the SFFD to enter into
5 the five-year Cooperative Agreement in the form prepared by the Navy, to accept and expend
6 the funds provided by the Navy to reimburse the SFFD for the costs of providing services
7 under the Agreement, and to use federal contracting requirements when applicable under the
8 Agreement.

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City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails
Resolution

File Number: 091114

Date Passed:

Resolution authorizing the San Francisco Fire Department to enter a five-year Cooperative Agreement with the United States Navy to provide fire and emergency medical services to portions of the Hunters Point Shipyard remaining under federal ownership, and to accept and expend funds provided to the Fire Department by the Navy as reimbursement for services provided under that agreement.

October 6, 2009 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell, Mirkarimi

File No. 091114

I hereby certify that the foregoing Resolution was ADOPTED on October 6, 2009 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

10/8/09

Date Approved

Mayor Gavin Newsom

**FIRE PROTECTION/SUPPRESSION AND EMERGENCY
RESPONSE SERVICES**

**COOPERATIVE AGREEMENT
BETWEEN
UNITED STATES NAVY
AND
CITY OF SAN FRANCISCO
CALIFORNIA**

N62473-09-2-0017

NFEC SW
SAN DIEGO
CALIFORNIA

October 01, 2009

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FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES
COOPERATIVE AGREEMENT
BETWEEN
UNITED STATES NAVY
AND
CITY OF SAN FRANCISCO

GENERAL PROVISIONS

This Cooperative Agreement (hereinafter referred to as the "Agreement"), made by and between the UNITED STATES OF AMERICA, as represented by the Naval Facilities Engineering Command, (hereinafter referred to as the Navy) and the CITY OF SAN FRANCISCO, a political subdivision duly organized under the laws of the State of California (hereinafter referred to as the Caretaker) which possesses legal authority to enter into this Agreement. The Navy and the City are each sometimes referred herein individually as a "Party" and collectively as the "Parties."

Introduction

A. The Federal Government, for and on behalf of the citizens of the United States of America, acts as the steward of certain real property on which it operates and maintains military facilities necessary for the defense of the United States of America. Certain military facilities are no longer required for that mission. Therefore, the Department of Defense (DOD) has been directed and authorized to close those installation and dispose of the property.

B. Hunters Point Shipyard, San Francisco, California (hereinafter referred to as HPS) is one of the aforementioned military facilities, which has been closed and will be converted to civilian reuse.

C. The Navy has determined that it is in the public interest, and will be of mutual benefit for the Caretaker to participate in the Fire Protection/Suppression and Emergency Response Services (hereinafter referred to as Caretaker Services) for HPS pending its final disposition. Early experience with protection of the base is of value to the community by serving to ease the transitional process from military use to civilian reuse. This arrangement will allow the Caretaker to participate in determining the nature and extent of services required to successfully protect facilities at HPS. Such an arrangement will accrue directly to the benefit of the Caretaker while allowing the United States to dispose of HPS in an orderly manner. This will save taxpayer dollars and assist the United States Navy in accomplishing its ongoing missions more effectively.

D. Therefore, the Navy and the Caretaker desire to enter into this Agreement for the purpose of establishing the continued and uninterrupted provision of certain services to the geographical area comprising the HPS.

E. The Assistant Secretary of the Navy (Installations & Environment) (ASN (I&E)) has determined that the financial resources available to the Caretaker for economic adjustment

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assistance are inadequate pursuant to 10 U.S.C. Section 2687 note, Section 204 (a)(2) of Defense Base Closure Act of 1988 (P.L. 100-526) therefore, the establishment of a Cooperative Agreement for such services is appropriate.

F. This Agreement is a cooperative agreement within the meaning of 31 U.S.C. Section 6305.

G. The Navy and the Caretaker are entering into this Agreement for the purpose of establishing the terms and conditions necessary for the adequate, Caretaker Services, of the base pending final disposition. The Navy agrees to provide funds to the Caretaker in accordance with the provisions of this Agreement. Subject to the availability of appropriations, it is the intent of the Parties hereto that Caretaker services under the terms of this Agreement shall be for not less than one (1) year plus at least four (4) additional years if the Secretary of the Navy determines that the Caretaker is actively implementing a plan of redevelopment.

H. It is the Navy's expectation that surplus property will be reused through conveyance, or leased in a timely fashion. Based on this expectation and in order to support property conveyance at other Navy closure sites, the Navy will reduce funding for Caretaker Services at HPS as the Caretaker assumes responsibility for providing Caretaker Services to parcels leased to the San Francisco Redevelopment Authority (SFRA) and conveyed parcels. The Navy agrees to provide funds to the Caretaker in accordance with the provisions of this Agreement.

ARTICLE I SCOPE AND PURPOSE

Section 101. Performance Specifications

Specifications applicable to the Caretaker's performance of this Agreement are listed in Appendix 1, "Requirements Statement."

Section 102. Performance Method

Caretaker shall perform Caretaker Services described in Appendix 2, "Technical Execution Plan."

ARTICLE II DEFINITIONS

Section 201. Cooperative Agreement

The Cooperative Agreement means this Agreement. The execution of this Cooperative Agreement does not reflect that any decision has been made by the Navy regarding the means of disposal. This Agreement will not be construed to confer upon the Caretaker any right, title or benefit regarding final disposition of Navy real or personal property.

Section 202. Base Realignment and Closure Program Management Office (BRAC PMO) West

BRAC PMO West is responsible to the Office of the Secretary of the Navy, for caretaker services of HPS's real and personal property.

Section 203. Caretaker

Caretaker means CITY OF SAN FRANCISCO.

Section 204. Caretaker Services

Caretaker Services consist of activities necessary for the protection of the inactivated facilities, as described in Section 101 "Performance Specification" and Section 102 "Performance Method."

Section 205. Caretaker Site Office (CSO)

CSO is a detachment of BRAC PMO West established for HPS and physically located at the former Naval Station Treasure Island, to manage property until final disposition. The CSO is the Quality Assurance Evaluator (QAE) for the Navy overseeing Caretaker Services. The Officer in Charge of the CSO has the legal authority to administer this Agreement.

Section 206. Grants Administrator

The Grants Administrator is Naval Facilities Engineering Command Southwest (NFEC SW).

Section 206. Grants Officer

The Navy's Grants Officer is the Director of Acquisition, NAVFACENGCOM and is the only authorized Government agent who can make changes and obligate funds under this Cooperative Agreement.

ARTICLE III OBLIGATIONS OF THE PARTIES

Section 301. Obligations of Caretaker

The Caretaker will supervise and manage all activities or projects that are its responsibilities under this Agreement according to the terms, conditions, and specifications of this Agreement. Any decrease in funding during an annual performance period shall be accompanied by a corresponding decrease in Caretaker Services during that annual performance period, unless such decrease is due to a decrease in the cost of providing such services. In accordance with the funding/budget reductions specified in 402 (C), the Caretaker assumes the funding responsibility for parcels conveyed and/or leased. The Caretaker is obligated to provide the same level of service to the entire installation, however, the Navy shall only provide funding for Navy controlled areas.

Section 302. Obligations of the Navy

A. The Navy will pay the Caretaker the agreed cost to perform Caretaker Services. Where the Navy is not satisfied with the Caretaker's performance under this Agreement, the Navy shall provide the Caretaker with a written statement describing in detail the deficient performance. The Caretaker shall be given a reasonable time period after receipt of the written statement to cure the deficient performance. This period will normally be no less than thirty (30) days; however, the Navy reserves the right to impose a shorter cure period where it determines a shorter period is necessary due to health or safety risk. In the event that the Caretaker disagrees that a deficiency exists, and the Navy and the Caretaker are unable to agree among themselves as to the method by which to resolve their differences, the dispute shall be resolved in accordance with Article X, Section 1005 of this Agreement. In addition, nothing in this Section 302 will be construed to conflict with or alter any right or remedy by either party as contained in Article X of this Agreement.

B. Whenever the terms of this Agreement provide for approval by the Navy, the Navy will endeavor to act on all approval requests within thirty days of receipt, or shorter timeframe if so

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requested by the Caretaker. The Navy's approval will not be unnecessarily withheld. If approval is not granted within said time period, the Navy shall provide a written statement to the Caretaker with a projected date of final action.

C. It is understood and agreed by the Caretaker that the Navy will convey title or leasehold interest to various parcels of the base property during the Caretaker's tenure encompassed by this Agreement. As these parcels are conveyed or leased, it is understood that the caretaker service responsibilities for these parcels will be eliminated and associated common services proportionately reduced. The Navy will not reimburse the Caretaker for caretaker services performed on these parcels after they have been conveyed or leased to the Local Reuse Authority or other entity. Reduction of services under this Section will not be considered a whole or partial Termination for Convenience under Section 1003 of this Agreement.

ARTICLE IV FUNDING LIMITATION AND BUDGETING

Section 401. Funding Limitation

A. The maximum funding obligation of the Navy for the first year of performance for caretaker services will be \$1,088,542.00, based on a review of allowable costs, and reductions for leased property and parcel conveyances. **The funds for each succeeding annual performance period, if any, will be added by modification to this Agreement, provided however that if the Parties cannot agree on a final Budget, the Budget for the upcoming fiscal year shall be the current fiscal year's budget increased by four percent (4%), subject to Section 401(C) and Article V of this Agreement, and taking into account any reductions as set forth in Section 402(C) of this Agreement.** Costs in excess of this amount will not be paid.

B. The Navy's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Agreement will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

C. The Navy's Failure, for any reason, to add funds for successive years under Section 401(A) of this Agreement, shall constitute a termination for convenience at the end of that performance period, and Caretaker shall have no claim against the Navy arising from such termination.

Section 402. Budgets

A. The Caretaker will submit to the Navy for approval each year a fiscal year budget, two hundred seventy (270) days prior to the end of the current performance period, for each requirement listed in Appendix 1. Upon approval, the Budget will be incorporated into this Agreement at Appendix 3, "Budgetary Estimate." Each Budget will list by line item, the activities to be funded under this Agreement and the amount of that line item for which the Caretaker expects reimbursement from the Navy. The Navy will review the Budget submission and approve or disapprove the Budget before sixty (60) days of the end of the current performance period, and provide written notification to the Caretaker.

B. The total amount of the Budget initially provided or added by the Navy under 401(a), will be the maximum amount for which the Navy is obligated to reimburse the Caretaker for the costs of performance of this Agreement.

C. The Parties agree and acknowledge that Caretaker costs and the Budget as established for the initial annual performance period will be reduced as portions of the HPS are conveyed or leased by the Navy. Caretaker Costs consist of both Fixed Costs that do not diminish as property is conveyed or leased as well as Variable Costs that diminish proportionally in accordance with the amount of the remaining property to be served. As parcels are conveyed and/or leased the Caretaker will assume the funding responsibility for Fire Protection/Suppression and Emergency Response Services for the conveyed and/or leased areas. Accordingly, the Parties agree that Caretaker Costs charged to the Navy will be reduced in the following manner to accommodate the conveyance or lease of HPS as follows:

1. Fixed and Variable Caretaker Costs under this Agreement will be reduced by the following formula:

Funding draw down formula:

Parcel	A	B	C	D	E	Total acreage
Acreage	75	59	78	112	87	411
Percentage	18.25%	14.35%	18.98%	27.25%	21.17%	

Example: When Parcel A conveyed on 3 December 2004 the annual budget was reduced by 18.25%, effective upon the conveyance date and prorated over the remaining current performance period. Follow on reductions will be in accordance with the draw down formula.

2. No Caretaker Costs will be due or payable by the Navy upon the conveyance or lease of all four parcels (Parcel A, B, C and D).

D. The Caretaker may decrease any line item within the Budget or decrease the total budget at any time by written notice of such amendment to the Navy. The Caretaker may not retain or otherwise use any excess funds resulting from a line item or total Budget decrease for any other purposes without express written approval from the Navy.

E. Budgetary changes to this Agreement will be made in accordance with section 702 of this Agreement and with 32 CFR 33.30.

ARTICLE V COSTS

Section 501. Allowability of Costs

Except as otherwise stated in this Agreement, the Caretaker shall be paid for the performance of services tendered pursuant to the terms of this Agreement as identified in Appendix 3. The allowability of costs incurred by the Caretaker in performance of this Agreement will be determined in accordance with OMB Circular A-87, and as such circular may be amended or superseded, and 32 CFR Part 33, as such regulation may be amended or superseded.

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Section 502. Advance Agreements on the Allowability of Cost

- A. No cost incurred by the Caretaker which is contrary to any restriction, limitation, or instruction contained in any Budget in Appendix 3 of this Agreement, or which otherwise has not been specifically approved in writing in advance by the Navy, will be allowable.
- B. Indirect costs, as such costs are defined in OMB Circular A-87, shall be unallowable.

Section 503. Cost Sharing

Wherever any item of cost for the performance of this Agreement, as listed in a Budget as required in this Agreement, is identified to be funded in part by the Caretaker and in part by the Navy, the Navy will be obligated to reimburse the Caretaker only for the Navy's percentage share of the total costs which would otherwise be allowable under this Agreement and as determined by Navy auditing procedures.

Section 504. Audit

The Caretaker shall obtain annual and final audits in accordance with the Single Audit Act of 1984 (31 U.S.C. § 7501-7), as implemented by OMB Circular A-133.

ARTICLE VI PAYMENT

Section 601. General

The Navy will pay the Caretaker for services provided under Appendix 2, "Technical Execution Plan," according to the provisions of 32 CFR Part 33, OMB Circular A-87, and OMB Circular A-102.

Section 602. Relation to Prompt Payment Act

This Agreement is not a contract as defined under OMB Circular A-125 which implements the Prompt Payment Act of 1982, as amended (31 U.S.C. §§ 3901 et seq.) (the Act) and that Act does not apply to this Agreement.

Section 603. Direct Navy Payment of Caretaker Obligations

In no event will the Navy make direct payment to a Caretaker contractor, Caretaker employee, contractor employee, or Caretaker vendor for any costs incurred by the Caretaker under this Agreement. The Caretaker's contractual obligations are its own exclusively and are not shared in or guaranteed in any manner by the Navy. Neither does the Navy have any obligation hereunder to assume the Caretaker's contractual obligations in the event that the Caretaker might fail or refuse to carry out those obligations, and the Caretaker hereby agrees to defend and hold the Navy harmless from any such claims.

Section 604. Electronic Submission of Payment Requests and Receiving Reports

- A. Definitions. As used in this clause—

1. "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

2. "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

3. "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

B. Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

C. The Contractor may submit a payment request and receiving report using other than WAWF only when—

1. The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

2. DoD is unable to receive a payment request or provide acceptance in electronic form;

3. The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

4. DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

D. The Contractor shall submit any non-electronic payment requests using the method or methods specified in the Cooperative Agreement.

E. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

Section 605. Invoicing Procedures Electronic

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system for the submission of invoices. This web-based system, located at

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<https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed.

Vendor Information is available at http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information.

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's Commercial and Governmental Entity (CAGE) code in WAWF by calling 1-866-618-5988. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor must use the following information, in conjunction with information on the Contract, when creating an invoice in WAWF. Failure to use required information will result in invoice rejection:

Contract Number	N624730920017
DO/TO/Call Number	N/A
Cage Code	
DFAS Pay Office DoDAAC	N68732
Invoice Type Note: Invoice "Item" Structure 1) NavCon/FMI Invoice, 'Item	Grant and Cooperative Agreement Voucher

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Number' must be four digits, e.g. 0001. Invoice total amount at CLIN level.	
2) All other WAWF invoices, 'Item Number' must be six digits, e.g. 000101. Invoice amount for each SLIN/LOA entered.	
Issue Date of Award	Refer to Award
Issue By DoDAAC	N62473 (Vendor, replace WAWF prefills with this DoDAAC as needed)
Admin By DoDAAC	N62473 (Vendor, replace WAWF prefills with this DoDAAC as needed)
The following Roles MUST be filled in as indicated, if available: Inspected By & Extension Service Acceptor & Extension Ship To Code & Extension Service Approver & Extension Contracting Office & Extension LPO & Extension Grant Approver & Extension	N62473 / RO6B2
DCAA Auditor DoDAAC	N/A
Mark For Code Ship From Code	"LEAVE BLANK"
Vendor, after the invoice is submitted in WAWF, select "Send Additional Email Notifications"	
Notification Email Address	N/A
NOTE:	When building an invoice, pay particular attention to:

	<p>1) "ITEM NO". It MUST be either four or six digits depending on Invoice type (see above block titled "Invoice Type").</p> <p>2) Price and Quantity are often reversed on Contract. Build Invoice consistent with the Contract.</p> <p>3) Enter acceptable "Unit of Measure" consistent with Contract.</p> <p>4) Data required for mandatory prefills not address by this clause are determined by the Vendor, i.e. write "none", or other specific data.</p> <p>5) The ACO may send the ACRN, AAA, and SDN to Vendor for data entry.</p>
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Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the invoice, you will be prompted to "Send Additional Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988.

ARTICLE VII GENERAL PROVISIONS

Section 701. Term of Agreement

Unless sooner terminated in accordance with its terms, this Agreement will terminate Five Years from the effective date, or until Parcels (A – D) are conveyed. This Agreement may be extended by mutual agreement of the parties. The effective date of this Agreement will be October 01, 2009.

Section 702. Amendment

This Agreement may be amended only by an instrument in writing, signed by the parties hereto, except as otherwise specifically provided for in this Agreement.

Section 703. Successors and Assigns

This Agreement or any part there of shall not be assigned.

Section 704. Entire Agreement

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings on this matter are superseded by this Agreement.

Section 705. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement will continue in force and effect to the extent not inconsistent with such holding.

Section 706. Waiver of Breach

If a Party waives enforcement, or fails to act promptly to enforce any provisions of this Agreement upon any event of breach by the other party, such waiver will not automatically extend to any continuation of the breach or to any other or future events of breach.

Section 707. Notices

Any notice, transmittal, approval, or other official communication made under this Agreement will be in writing and will be delivered by hand, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

NAVY

Navy BRAC PMO West Detachment
410 Palm Ave, Bldg 1, Suite 161
Treasure Island
San Francisco, CA 94130
Attn: Ms. Patricia McFadden
Fax: (415) 743-4700

CITY OF SAN FRANCISCO

Director, Base Reuse and Development
Office of Economic and Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Tel.: (415) 554-6972
Fax: (415) 554-6018
Attn: Mr. Michael Cohen

San Francisco Fire Department
698 Second Street
San Francisco, CA 94107

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Attn: Deputy Chief of Administration, Gary Massetani

Fax: (415) 558-3254

Section 708. Conflict of Interest

The Caretaker will ensure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 709. Access to and Retention of Records

The Caretaker will afford any authorized representative of the Navy, the Department of Defense, the Comptroller General, or other officially concerned Federal Government agency access to and the right to examine all records, books, papers, and documents, including records in automated forms ("Records") that are within the Caretaker's custody or control and that relate to its performance under this Agreement. The Caretaker will retain all such records intact in such form, if not original documents, as may be approved by the Navy for at least three (3) years following termination of this Agreement. Access to the Caretaker's records will be during normal business hours, and the Navy will give the Caretaker seventy-two (72) hours prior notice of its intention to examine the Caretaker's records, unless the Navy determines that more immediate entry is required by special circumstances. The Caretaker will have no claim due to such entries against the Navy or any officer, agent, employee, or contractor thereof.

Section 710. Change of Circumstances

Each Party will promptly notify the other Party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such Party's ability to carry out any of its obligations under this Agreement.

Section 711. Liability and Indemnity

The Navy will not be responsible for, and the Caretaker will assume, all liability to persons that may be attributable to, caused by, or incident to the Caretaker's action or inaction, or breach of this Agreement, or by the action or inaction, or breach of this Agreement by any of the Caretaker's agents, employees, contractors, assigns, or invitees of any of them.

Section 712. Liability and Insurance

A. The Caretaker will carry and maintain comprehensive general liability insurance, and property damage insurance, including but not limited to insurance against assumed contractual liability under this Agreement, to afford protection with limit of liability of not less than 5 million dollars against all claims for bodily injuries and death to any number of persons in any one accident or damage to property resulting from Caretaker's performance under this Agreement. Navy agrees that Caretaker may meet these insurance requirements, or any portion thereof, through self-insurance.

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B. If and to the extent required by applicable law, the Caretaker will carry and maintain workers' compensation or similar insurance in form and amounts required by law. The Caretaker shall include the Government as an additional insured in its worker compensation policy.

C. During the term of this Agreement, Caretaker shall require its contractors performing work under this Agreement to carry and maintain the insurance required below.

1. Comprehensive general liability insurance in the amount of \$5,000,000 and naming the City of San Francisco as an additional insured.
2. Workers' Compensation or similar insurance in form and amounts required by law.

D. Policy Provisions: All insurance which this Agreement requires the Caretaker to carry or maintain or cause to be carried or maintained pursuant to this Section 712 will be in such form, for such amounts, for such periods of time and with such insurers as the Navy may require or approve. The Navy's approval shall not be unreasonably withheld. All policies and certificates issued by the respective insurers for public liability insurance will name the Navy as an additional insured, provide that any losses will be payable notwithstanding any act or failure to act or negligence of the Caretaker; provide that no cancellation, reduction amount or material change in coverage thereof will be effective until at least thirty (30) days after receipt by the Navy of written notice thereof; provide that the insurer will have no right of subrogation against the Navy, its officers, agents, or employees; and be reasonably satisfactory to the Navy in all other respects. In no circumstances will Caretaker be entitled to assign to any third party rights of action which the Caretaker may have against the Navy.

E. Delivery of Policies: The Caretaker will provide to the Navy a certificate of insurance evidencing the insurance required of the Caretaker and will also deliver, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

Section 713. Reports

The Navy may, in addition to any financial or other reports required by the terms of this Agreement, require the Caretaker to prepare reports or provide information relating to this Agreement. The Caretaker agrees to provide such reports within a reasonable time of request and in such detail as reasonably may be required. All reports, including but not limited to 'detailed financial reports, will be prepared and retained by the Caretaker in accordance with 32 CFR Part 33.

Section 714. Use of Professionals

Professional employees shall be used by the Caretaker to provide services under this agreement to the extent that professionals are available in the local jurisdiction. 1

ARTICLE VIII APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law

This Agreement is incident to the implementation of a Federal program. Accordingly, as it may affect the rights, remedies, and obligations of the United States, this Agreement will be governed by and construed in accordance with Federal law.

Section 802. Governing Regulations

This Agreement shall be enforced and interpreted in accordance with the Federal laws and regulations, directives, circulars, or other guidance cited in this Agreement. This Agreement will be administered according to 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-87, Cost Principles for State and Local Governments, and DOD 3210.6-R, DOD Grant and Agreement Regulations. In the event of a conflict between the provisions of this Agreement and the regulations, the regulations will govern.

Section 803. Nondiscrimination

The Caretaker agrees that no person, on the grounds of race, religion, color, national origin, sex or handicap, will be denied benefits of, or otherwise be subjected to, discrimination in connection with the Caretaker's performance under this Agreement. Accordingly, the Caretaker covenants and agrees to comply with the following to the extent applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and DOD regulations (32 CFR Part 195) issued there under;
2. Executive Order 11246 and Department of Labor regulations issued there under (41 CFR Part 60);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD regulations issued there under (32 CFR Part 56); and
4. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.) and implementing regulations issued there under as incorporated in 45 CFR Part 90.

Section 804. Lobbying

A. The Caretaker agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the entering into of any cooperative agreement; the making of any Federal loan; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, cooperative agreement or loan.

B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget (OMB) and the DOD (32 CFR Part 28) to implement the provisions of 31 U.S.C. § 1352, is hereby incorporated herein by reference, and the Caretaker agrees to comply with all the provisions thereof, including any amendments to the Final Rule which may hereafter be issued.

Section 805. Drug-Free Work Place

A. The Caretaker agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 701, et seq.) and maintain a drug-free workplace.

B. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the OMB and the DOD (32 CFR Part 25, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988, is hereby incorporated by reference, and the Caretaker covenants and agrees to comply with all the provisions thereof, including amendments to the Final Rule which may hereafter be issued.

Section 806. Environmental Protection

A. The Caretaker agrees that its performance under this Agreement will comply with all applicable Federal, State or local environmental laws and regulations, including but not limited to: the requirements of the Clean Air Act (42 U.S.C §§ 7401-7671q.) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), which relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under; the Resource Conservation and Recovery Act ("RCRA," 42 U.S.C. §§ 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA," 42 U.S.C. §§ 9601, et seq.); and the National Environmental Policy Act ("NEPA," 42 U.S.C. §§ 4321, et seq.).

B. The Caretaker will ensure that no facility used in its performance under this Agreement is an ineligible facility as set forth in 40 CFR Part 32. The Caretaker will notify the Navy of the receipt of any communication or information indicating that a facility to be or being used in its performance under this Agreement has or will become an ineligible facility.

C. The Caretaker will comply with all existing environmental permits listed in Appendix I.

D. The Caretaker will indemnify and hold the Government harmless, from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by the Caretaker giving rise to Government liability, civil or criminal, or responsibility under Federal, State or local environmental laws incident to this Agreement. Conditions or activities giving rise to the afore said liabilities which occurred prior to the onset of this Agreement, and are not a result of, or related to any action by the Caretaker, are not subject to this indemnification. This provision will survive the expiration or termination of this Agreement and the Caretaker's obligations hereunder will apply whenever the Navy incurs costs or liabilities for the Caretaker's actions of the type described in this subsection D.

E. The Navy's rights under this Agreement specifically include the right for Government officials to inspect for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Navy is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

F. The Caretaker understands and agrees that there may be ongoing Installation Restoration Program (IRP) projects or other Navy activities in support of environmental cleanup or disposal operations at HPS. The Caretaker agrees to cooperate to the extent necessary in support of these operations, and will not interfere with or hinder any such operations by the Navy.

G. If the Caretaker, its contractor, or subcontractor at any tier, during the performance of Caretaker Services, or at any other time, encounters preexisting conditions which require action in accordance with Federal, State or local law to test, remove, remediate, correct, or abate hazardous substances, pollutants or contaminants, the Caretaker shall promptly notify the CSO, cease performance or other activity in the vicinity of the site (unless ceasing such activity will, in the sole judgment of the Caretaker, cause a greater threat to human health or the environment), and secure the affected area against inadvertent intrusion. Any removal, remedial, corrective or abatement actions deemed necessary by the Government to address such preexisting conditions shall be at the expense of the Government, subject to the availability of funds for such purpose.

H. Once Caretaker receives a notice of a release of a hazardous material requiring an emergency response, the Caretaker shall provide an initial response and provide initial containment of releases of hazardous materials for HPS property, including releases due to Navy activities in accordance with standard City of San Francisco procedures. A hazardous materials initial response and initial containment shall include a response to releases which affect or threaten the surrounding bay waters directly or via the storm drain system. Initial response and containment efforts of the Caretaker necessary to respond to emergency conditions shall not be considered contributory factors in such release absent negligence on the part of the Caretaker, its officers, agents, employees or contractors.

Section 807. Use of United States Flag Vessels.

A. The Caretaker agrees to comply with 46 U. S. C. § 1241 (b) and regulations issued thereunder (46 CFR Part 381) as follows:

1. To utilize privately-owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities which are both:

(a) procured, contracted for, or otherwise obtained with funds made available by the Navy under this Agreement; and

(b) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

2. To furnish within twenty (20) working days following the date of loading for shipment originating within the United States or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph 1, above, of this Section 807, to both the Navy and to the Division of National Cargo, Office of Market Development, US Maritime Administration, Washington, DC 20590; and,

3. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this Agreement, and to cause such provisions to be inserted in all subcontracts issued pursuant to this Agreement, where the contract or subcontract is for \$1,000,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

Section 808. Contracting with Small and Minority-Firms, Women's Business Enterprise and Labor Surplus Area Firms

A. The Caretaker will take all necessary steps to ensure that minority firms, women's business enterprises, and labor surplus area firms are used for execution of Caretaker Services under this Agreement, unless such opportunity is unavailable, and that contract services which it obtains under this Agreement will be with such firms and enterprises.

B. Affirmative steps will include:

1. Placing qualified small and minority business and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises;

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontract are to be let, to take the affirmative steps listed in subsections (B)(1) through (5) of this section.

Section 809. Priority Hiring Consideration for Displaced Base Personnel

The Caretaker, and any contractors or subcontractors thereof, will give priority consideration, within applicable Human Resources and Union regulations, to qualified job applicants who are former civilian employees who have been displaced as a result of closure of HPS.

Section 810. Protection of Historic Resources

A. The Caretaker agrees that its performance under this Agreement will comply with all applicable Federal, State, and local laws and regulations related to the protection of historic and cultural resources, if any, including but not limited to the requirements of: the National Historic Preservation Act (16 U.S.C. § 470-470X-6; the Archeological Resources Protection Act (16

U.S.C. § 470aa-mm); and the Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001 et. seq).

B. The Caretaker is aware of and understands its obligation to protect and conserve historic resources, including archeological resources, which may be nominated or are currently on the National Register of Historic Places.

C. The Caretaker will immediately contact appropriate law enforcement authorities and the Navy, when vandalism or other damage to historic properties or archeological resources is suspected or has occurred.

ARTICLE IX PROCUREMENT

Section 901. Caretaker Contracts

The Caretaker's acquisition of goods and services in the performance of this Agreement will be in accordance with the instructions and procedures contained in 32 CFR § 33.36(b) - (i) and Public Law 103-160 and 103-337 section 817. The Caretaker must not contract with any party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" and DOD regulations (32 CFR Part 25) issued there under.

Section 902. Approvals

All solicitations and contract awards for requirements under this Agreement with an estimated cost or amount of \$ 100,000 or more, and all modifications of contracts with any estimated cost or amount of \$ 25,000 or more will be submitted to the Navy for prior written approval before issuance and prior to award. All requests for approval under this Section 902 will be in writing and will include a copy of the solicitation or the contract, a certification from the cognizant Caretaker contracting officer that the acquisition was conducted in accordance with the required standards and procedures in Section 901 of this Article, a copy of a legal sufficiency review by the cognizant Caretaker counsel, and such relevant information as may be necessary to permit the Navy informed review and approval of the proposed solicitation or contract. Approval by the Navy shall not be unreasonably withheld. Timeframes for approval shall be as provided under Section 302.

ARTICLE X TERMINATION, ENFORCEMENT, CLAIM AND DISPUTE RESOLUTION

Section 1001. Enforcement

The Navy may take such actions to enforce the terms of this Agreement as may be provided for in, and under the terms of, 32 CFR, §33.43, summarized hereafter. If the Caretaker materially fails to comply with any terms of this Agreement, whether stated in the Agreement, a Federal

statute or regulation, an assurance, a State statute, plan, application, or elsewhere, the Navy may take one or more of the following actions, as appropriate, under the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Caretaker, or more severe enforcement action by the Navy;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Agreement;
4. Withhold further awards under this Agreement;
5. Receive immediate reimbursement and recoupment from the Caretaker of all funds which were used in contravention of this Agreement, Federal Statute or regulation, assurance, State statute, plan, application or elsewhere; and/or,
6. Take any and all other remedies that may be legally available.

Section 1002. Effects of Suspension and Termination

Costs of the Caretaker resulting from obligations incurred by the Caretaker during a suspension, or after termination of payments, are not allowable unless the Navy expressly authorizes them in the notice of suspension or termination, or subsequently. Other Caretaker costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the Caretaker before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable; and,
2. The costs would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes effect. The enforcement remedies identified in this section do not preclude the Caretaker from being subject to "Debarment and Suspension" under E.O. 12549 (see 32 CFR § 33.35).

Section 1003. Termination for Convenience

Except as provided in 32 CFR § 33.43 and Section 1001 of this Agreement, this Agreement may be terminated in whole or in part only as follows:

1. By the Navy with the consent of the Caretaker, in which case the two Parties will agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
2. By the Caretaker with consent of the Navy, in which case the two Parties will agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. In the case of partial termination, the Navy determines that the remaining portion of the Agreement will not accomplish the purposes for which the Agreement was made, the Navy may terminate the Agreement in its entirety under 32 CFR § 33.43 or Section 1002 of this Agreement.

3. Under no circumstances will the government termination liability exceed the initial agreement amount, or in the event funds for successive years are added under 401.A. the amount

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of the funds added for the year in which termination occurs. In the event the agreement terminates as of the end of an annual performance period, there shall be no termination liability.

Section 1004. Effect of Protest Actions

This Agreement is entered into in good faith by all parties therein. Should any clause or portion hereof be determined by a court or administrative body of competent jurisdiction to be invalid, that determination will not cause the entire Agreement to be rendered invalid. If a court or administrative body of competent jurisdiction will render the entire Agreement invalid, the Agreement will be considered null and void ab initio (from the beginning), and the Caretaker will promptly cease performing functions under this Agreement. There will be no claim for damages or reimbursement by the Caretaker against the Government as a result of this Agreement being rendered invalid, except for those valid expenses incurred by the Caretaker up to the date of the adverse ruling.

Section 1005. Claim and Dispute Resolution

A. Any claim made by the Caretaker arising out of this Agreement will be presented in writing to the Navy. Such claim will include: the amount of monetary relief claimed or the nature of other relief requested; the basis for such relief; and documents or other evidence pertinent to the claim.

B. Upon receipt of a claim, the Navy will provide a written decision denying or sustaining the claim, in whole or part, which decision will include the reason for such action, within ninety (90) days of the date of the receipt of a claim which complies with the requirements of Paragraph A of this Section. Such determination will be final unless appealed by the Caretaker pursuant to the provisions of this Section 1005.

C. Within sixty (60) days of receipt of the decision of the Navy, the Caretaker may appeal the decision of the Navy to the Commander, Naval Facilities Engineering Command. Such appeal will be in writing and will contain all documents and arguments necessary for a decision on the appeal. All appeals will be decided on the written record unless the Commander, in his or her sole discretion, determines to conduct a hearing on the appeal. Any such hearing will be conducted in such manner and under such procedures as the Commander may proscribe.

D. Nothing in this Section 1005 will limit any other remedy under law available to the Caretaker or the Navy.

E. In the alternative, before proceeding under Section 1005 (A-D) above, either party may choose to submit the dispute to arbitration pursuant to the Alternative Disputes Resolution Act, 5 U.S.C. Section 571- "et seq.," by giving written notice to the other party.

ARTICLE XI LEGAL AUTHORITY

Section 1101. Legal Authority

The Parties hereby represent and warrant that they are under no existing or reasonably foreseeable legal disabilities that would prevent or hinder them from fulfilling the terms and conditions of this Agreement. The Caretaker will promptly notify the Navy of any legal impediment that arises during the term of this Agreement that may prevent or hinder the Caretaker's fulfillment of its obligations under this Agreement.

Section 1102. Opinion of Counsel

By executing this Agreement, the counsel of Caretaker is of the opinion that:

1. The Caretaker has the requisite authority to enter into this Agreement;
2. The Caretaker can make the warranty set forth in Section 1101 above;
3. The Caretaker is empowered to assume the responsibilities and obligations the Caretaker proposes to undertake under this Agreement;
4. The provisions of the Agreement intended to secure the interests of the United States Navy are enforceable in accordance with their terms;
5. The execution of this Agreement has been duly authorized, and
6. That the individual signing this Agreement on behalf of the Caretaker has the requisite legal authority to bind and obligate the Caretaker.

Nothing in the foregoing opinion of Counsel is intended to establish an attorney-client relationship or contract between Counsel of Caretaker and the Navy.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Base Caretaker Cooperative Agreement, by their authorized representatives, hereby cause this Agreement to be executed.

THE CARETAKER

Dated: 10/07/09

By: Joanne Hayes White
Joanne Hayes-White
Chief of the Fire Department

APPROVED AS TO FORM:

Dated: 10.7.09

By: Katharine Portel
Katharine Portel
Deputy City Attorney

THE UNITED STATES OF AMERICA

Dated: 10/7/09

By: Robert M. Griffin
Robert M. Griffin
Grants Officer

October 01, 2009

APPENDIX 1
FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

SECTION 1
REQUIREMENTS STATEMENT

1.1 SCOPE

The purpose of this Requirements Statement is to identify the tasks to be performed by the City of San Francisco (hereinafter referred to as the Caretaker) at the former Hunters Point Shipyard (after herein referred to as HPS). HPS is generally described and depicted on the HPS Station Map of June 30, 1971 with the associated List of Buildings of March 27, 2003. HPS consists of approximately 936 acres; roads, shops, and maintenance areas; 82 family housing units; various bachelor units and barracks; administrative offices; small retail stores; and utility systems. Only 1 building on Navy property is leased to tenants of the San Francisco Redevelopment Agency, and 7 buildings are used by the Navy or Navy contractors, and Bldg 215 being used by the SF Fire Department. The Caretaker shall perform those services described in Section 2 of this Appendix 1 (Herein after referred to as Caretaker Services).

- a. General. The Caretaker will provide all personnel, transportation, consumables, equipment, tools, material, supervision, management and other services necessary to manage and perform Fire Protection Services under this Agreement at HPS (Herein after referred to as Caretaker Services).

- b. Technical Execution Plan Agreement. The Caretaker, in response to this Agreement and requirements statement, will complete the " Technical Execution Plan", Appendix 2. This plan will form the basis of a mutual understanding of the required scope of Caretaker Services to be provided. The estimated cost of services in the Technical Execution Plan is prepared by the Caretaker and detailed in Appendix 3, Budgetary Estimate. Prior to the execution of the Agreement the Caretaker shall submit the Technical Execution Plan and Budgetary Estimate to the Navy for its review and approval, and subsequent incorporation into the Agreement.

1.2 FACILITIES AND EQUIPMENT

- a. Government Furnished Property, Equipment and Material - Government Furnished Property, Equipment and Material (GFP/GFE/GFM) is property, equipment, or material that is provided to the Caretaker to reduce the cost of this Agreement or to assist the Caretaker in start-up. GFP/GFE/GFM held by the Caretaker continues to be owned by the Navy until consumed or returned. The Caretaker is responsible to provide proper care, maintenance, and security of GFP/GFE/GFM. Property, equipment, and material purchased by the Caretaker and reimbursed by the Navy is considered GFP/GFE/GFM.

b. Government Furnished Facilities - The Navy Caretaker Site Office (CSO) -occupies Building 383 on HPS. The Navy Fire Station Building 215 and other facilities are available for the Caretaker's use to support this agreement. The Caretaker shall provide the CSO a proposed list of facilities required by it to provide Caretaker services. The Caretaker will assume responsibility and accountability of such CSO approved facilities provided for its use and will maintain them so they are clean, safe, and free of hazards. If any GFE are used for purposes not directly related to this Agreement, that will be considered in the Budgetary Estimate.

c. Government Furnished Equipment and Property (GFE) - To the maximum extent possible, the Caretaker will identify equipment required to provide services under this Agreement from existing and available excess Government personal property. The Government will reimburse the Caretaker only for the direct cost of operation of this equipment, such as maintenance and fuel costs. The Caretaker will account for and manage all Government furnished property Title to property will remain vested in the Government until the expiration of the Agreement. A list of equipment, property and facilities to be used by the Caretaker is to be included in the TEP. GFE is not to be used except in direct support of the caretaker efforts.

d. Availability of Utilities - The Government is not responsible for providing utilities to any buildings used by the Caretaker. The Caretaker will maintain the necessary service lines from the purveyors point of connection to the site of work Utilities specified above will be furnished at no cost to the Caretaker. The Government will not continue utility service to building 215 if building 215 is not used by the Caretaker as a working fire station.

1.3 CONSOLIDATED COST ESTIMATE and DETAILED BUDGET SUMMARIES

This section contains consolidated cost estimates for the full term of the Cooperative Agreement. Costs may be reallocated among annexes with prior approval of the Navy Grants Administrator. Reallocations must occur within the term of the agreement, be within the original Cooperative Agreement scope, and not exceed the total estimated cost agreed upon.

1.4 ALLOWABILITY OF INDIRECT EXPENSES

Article V Costs, Section 502, Advance Agreements on the Allowability of Costs, Part B of the basic cooperative agreement states "indirect costs, as such costs are defined in OMB Circular A-87, shall be unallowable". This does not mean that all indirect expenses are unallowable but that the allowability of indirect expenses will be governed by OMB Circular A-87.

1.5 PERSONNEL

a. Caretaker Manager - The Caretaker will provide a Caretaker Manager who will be responsible for the performance of this Agreement. The name of this person, and an alternate, who will act for the Caretaker when the manager is absent, will be designated in writing to the Caretaker Site Office (CSO) Officer in Charge (OIC).

(1) The Caretaker Manager and alternate will have full authority to act for the Caretaker on all matters relating to daily operation of this Agreement.

(2) The Caretaker Manager, or alternate, will be available during normal duty hours within four hours to meet on HPS with CSO personnel to discuss problem areas. After normal duty hours, the Caretaker Manager, or alternate, will be available within two (2) hours of the start of the next normal workday.

(3) The Caretaker Manager, or alternate, will be available by recall for after hour emergencies.

b. Employees - The Caretaker will furnish qualified Caretaker Services personnel to accomplish all work required. The Caretaker will comply with all certification and licensing requirements.

(1). Caretaker Services personnel that are/employed by the Caretaker will wear Caretaker approved uniforms as specified in the Fire Protection subsection of this Agreement.

(2) Employee Training. Employees will be properly trained for the work being performed. The Caretaker will obtain all required training for Caretaker employees. All employees involved in operations requiring certification and/or licenses will possess current and valid certificates from the appropriate state, or other authority, as may be required by law or regulation. The Caretaker will maintain all employee training and certification records.

1.6 MANAGEMENT

The Caretaker will manage the total work effort associated with the Caretaker Services to assure fully adequate and timely completion of these services. This function will be a full range of management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control of services. The Caretaker will provide an adequate staff with the necessary management expertise to assure the performance of the work.

a. Work Control - The Caretaker will implement all necessary procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. Verbal/written scheduling and status reports will be provided when requested by the CSO.

b. Quality Control (QC) - The Caretaker will provide a complete quality control program to assure all requirements of the Agreement are accomplished in a timely manner and in accordance with specified quality standards. The Quality Control program will ensure that Caretaker records are complete and reliable. The QC plan shall be submitted and will describe the methods for maintaining acceptable performance levels and for identifying, correcting, and preventing further defects in the quality of service performed.

1.7 QUALITY ASSURANCE (QA)

The CSO will evaluate the Caretaker's performance under this Agreement using surveillance of work performed and review of Caretaker's Quality Control records. All surveillance observations will be recorded by the CSO. When an observation indicates defective performance, the CSO will request the Caretaker's representative to initial the documentation.

- a. Performance Evaluation Meetings - The Caretaker Manager will be required to meet at least quarterly with the CSO during the term of the Agreement, unless a less frequent schedule is agreed to by the CSO. It is expected that the Caretaker and the CSO will work closely and cooperatively on all issues. However, if the Caretaker requests, a meeting will be held whenever an observation indicating defective performance has been issued.

1.8 PHYSICAL SECURITY

The Caretaker will be responsible for safeguarding all Government property provided for Caretaker use or care. At the close of each work period, Government facilities, equipment, and materials will be secured as appropriate.

- a. Key Control - The CSO will provide a key control system with which the CSO will maintain and control all keys, combinations, and other devices used to control access to buildings, secured spaces, or restricted areas. The CSO will prohibit the opening of locked areas to permit entrance of persons other than personnel approved by the CSO or subcontractors engaged in the performance of assigned work in those areas, or as required to promote reuse of the property. Caretaker will be provided key/combination access.

- b. Property Control - There will be personal property, supplies, and materials left in a number of facilities. The CSO will be responsible for the physical security of this property and will make every effort to in safeguarding and protecting this property. The Caretaker is not authorized to use any of this personal property without specific written permission of the CSO.

- c. Safety - The Caretaker will ensure all employees know, receive instructions on, and comply with all appropriate safety requirements, Occupational Safety and Health Administration (OSHA) standards, and all state and local laws and regulations. The Caretaker will record and report promptly to the CSO all available facts relating to each instance of damage to Government property or injury to Caretaker, subcontractor, or Government personnel. Copies of accident reports will be provided to the CSO.

1.9 ENVIRONMENTAL OPERATIONS

The Government will provide resources necessary to accomplish recurring environment operations to assure the maximum protection of the Base environment, personnel, and facilities, in accordance with the requirements of existing Federal, state, and local laws and regulations. The U. S. Navy is the owner of all environmental permits, except tenant required permits.

1.10 ACCURACY OF GOVERNMENT FURNISHED INFORMATION

Information in this Requirements Statement and attached Technical Exhibits to this Agreement is not guaranteed to be 100% accurate. However, it is the best available data and should be substantially correct.

1.11 DEFINITIONS

As used throughout Appendices 1, Sections 1 and 2, the following terms will have the meaning set forth below:

- a. ASME - American Society of Mechanical Engineers.
- b. Budgetary Estimate - The Budgetary Estimate is established in Appendix 3 and is the annual operating budget as determined during negotiations between the Navy and the Caretaker.
- c. Caretaker - City of San Francisco.
- d. Caretaker Services - Fire Protection Services.
- e. Caretaker Site Office (CSO) - The BRAC Program Management Office West established the Caretaker Site Office at the former Naval Station Treasure Island to manage the Base in a caretaker status until disposal. The CSO will be responsible for the day-to-day administration of this Agreement.
- f. Check - Examine, inspect, test, or verify by trial.
- g. Control - A mechanism used to regulate or guide the operation of a machine, apparatus, or system.
- h. CSO Officer in Charge (OIC) - The individual responsible for the operation of the Caretaker Site Office. This individual or his/her designated representative will be the primary Government representative with regard to this Agreement.
- i. Debris - Includes but is not limited to paper, cans, bottles, limbs, branches, pine straw, cones, leaves, rocks, and other similar items.
- j. Defective Service - A unit of service that contains one or more defect, service that is not in conformance with specified requirements, or service that has not been performed prior to scheduled completion time.
- k. DOD - Department of Defense.
- l. Facilities - Includes all buildings, structures, non Civil Engineering Support Equipment (CESE), weight handling devices and utility systems.
- m. Hazardous Waste - Any substance considered a hazardous waste under Code of Federal Regulations Title 40 Section 261, California Code of Regulation Title 22 Section 66261.126 Appendix X, and/or other applicable laws in accordance with federal, state and local laws.

- n. Quality Assurance Evaluator (QAE) - Government personnel responsible for assuring Caretaker performance, complaint evaluation, audits, invoice validation, and documentation.
- o. Regular Working Hours - The Government's regular working hours are from 7:00 a.m. to 4:30 p.m., Monday through Friday, except Federal holidays.

1.12 TRANSITION (Phase-In) PERIOD

Caretaker has been providing caretaker services since 2005. No transition period is required.

1.13 RECORDS, REPORTS, AND SCHEDULES

The Caretaker will maintain management, operation records and prepare management, operation reports and schedules. All records, reports, and schedules shall be assembled and submitted in accordance with Local, State and Government regulations and laws.

SECTION II
FUNCTIONAL ANNEXES

FUNCTIONAL ANNEX 1

FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES

1.A.1. Description

The Fire Protection/Suppression and Emergency Response Services, hereinafter called the "Caretaker Services", includes services which involve the operation of a fire reporting communications center, fire operations, response and suppression, fire prevention inspections, rescue, hazardous materials first responder, emergency medical first responder, and ambulance service.

1.A.2. Concept of Operations

The Caretaker shall provide Caretaker Services to the closed HPS in accordance with established standards, DOD Fire and Emergency Services Program, DODINST 6055.6. The Caretaker and the Navy shall work cooperatively to minimize/eliminate operations and maintenance costs for Caretaker Services for those areas of the closed HPS that have limited or no reuse potential.

The Caretaker shall conduct fire inspections in all Caretaker Facility Maintenance Level I, II, III, and IV facilities. The term "Levels" refers to standards established by the Navy for Caretaker Levels as described in CNO letter Ser N444B dated 6 Oct 1994 located in the CSO's office.

The Caretaker shall conduct periodic visual inspections of fire alarm systems and fire protection systems (which include automatic sprinkler systems, standpipe systems, and other extinguishing systems). Routine inspections shall be performed on operational systems. Systems that have not been certified or are presently out-of-service or lacking proper maintenance or repair shall remain out of service or shall be placed in an out-of-service status by the Caretaker. Engineered fixed extinguishing systems shall be placed in an out-of-service status in all vacant buildings, and provide report to the CSO.

The Caretaker shall respond to the release of hazardous materials for HPS property, and provide initial containment of such releases, including releases due to Navy operations. Hazardous materials response shall include a response to spills, which may affect the surrounding bay waters directly or via the storm drain system.

The Caretaker shall incorporate the closed HPS into the City of San Francisco's disaster preparedness and emergency management programs, or be able to provide appropriate emergency response, as necessary. The Navy will forward maps to the Caretaker and drawings related to the Fire Protection function as listed in Technical Exhibit 1-1.

The Caretaker shall attend meetings involving all major changes to the infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.

a) **Materials And Equipment** - The Caretaker shall provide all equipment and materials needed to perform these services. The CSO may inspect equipment and material for adequacy and compliance.

(1). Uniforms - All employees for Caretaker Services shall maintain a neat and professional appearance. Uniforms shall comply with those requirements as established by the Caretaker for fire protection personnel.

(2). Vehicles - Each Caretaker vehicle shall comply with DoD standards for fire fighting vehicles. All vehicles shall be kept in a safe operating condition. All fuel, oil, lubricants, and maintenance are the Caretaker's responsibility. Unless otherwise approved by the CSO, no fueling or maintenance shall be performed at HPS. All vehicles shall be clearly identifiable and have a uniform appearance.

(3). Communications - The Caretaker shall provide all necessary communications equipment for communications within the service provider organization as required. Additionally, for the term of this Agreement, the Navy will provide two hand held combination phone/radio/paging units for communication between the Caretaker and the CSO. Phone numbers and radio unit ID numbers will be provided by the CSO to the Caretaker.

b) **Records and Schedules** - Will be in accordance with Technical Exhibit 1-1

c) **Personnel Requirements** - The Caretaker shall maintain satisfactory standards of employee competency, conduct, and appearance. Each employee is expected to adhere to Caretaker standards. The Navy reserves the right to direct the removal of any employee for inappropriate appearance or conduct. The Caretaker shall initiate immediate action to replace such an employee and to maintain continuity of services at no additional cost to the Navy.

d) **Authority and Jurisdiction** - The conduct and authority of fire protection personnel is governed by the City of San Francisco and State regulations. Fire patrol jurisdiction boundaries are Partial and Proprietary, in accordance with Map of Jurisdiction Areas, of March 1, 1977, for HPS. The City of San Francisco maintains jurisdiction responsibility for providing Caretaker Services on Proprietary areas of HPS.

e) **Work Requirements:**

Fire Department staffing will be on a continual 24-hour, seven-day a week basis. They work on a 24-hour shift established by the Chief of the Department. The above cited staffing levels shall be maintained, subject to the continued provision of necessary funding to support the staffing. The Caretaker is authorized to provide caretaker services from existing City of San Francisco fire stations that the Caretaker deems meets the sufficient response times, and utilize existing equipment and staff.

In addition to the current San Francisco Fire Department staff for providing Caretaker Services to HPS, in the case of an incident, the incident commander will have available to them any and all units of the San Francisco Fire Department including: the Fire Boat, Hazardous Materials Unit, Pollution Control Unit, Heavy Rescue Squads, Water Rescue, Emergency Medical Service, etc.

Duties of Department:

The duties of the Fire Department will be to respond to structural fires, vehicle fires/accidents, trash fires, grass fires, vessel fires, medical emergencies, hazardous materials incidents, water rescues, investigation of building alarms, and other emergencies on HPS.

**TECHNICAL EXECUTION PLAN FOR
ANNEX 1
PUBLIC SAFETY**

1. The mission of the Caretaker, with regards to operations for Caretaker Services to HPS is:
 - a. To assist and coordinate efforts to prevent fires on HPS.
 - b. To interact and liaison with other local and federal government agencies located at HPS.
 - c. To proactively meet with residents and employees of the HPS and to engage in partnership and dialogue which will form the basis of future community problem solving efforts.
 - d. To protect the lives and property on HPS from fire, natural disasters, hazardous materials incidents and perform vehicle accident rescues.
 - e. To save lives by providing emergency medical response services.
 - f. To promote fire prevention through prevention and education programs.

Assignment of Responsibility:

Fire Department: Overall, responsibility for staffing and policy in regards to HPS will remain with the Chief of the Fire Department or their designee. Overall, operational command will be the responsibility of the Chief of the Fire Department or his/her designee.

Staffing and Tours of Duty:

Fire Department staffing will be on a continual 24-hour, seven-day a week basis.

Deployment is as follows:

They work on a 24-hour shift established by the Chief of the Department. The above cited staffing levels shall be maintained, subject to the continued provision of necessary funding to support the staffing.

In addition to the San Francisco Fire Department staff providing Caretaker Services to HPS, in the case of an incident, the incident commander will have available to them any and all units of the San Francisco Fire Department including: the Fire Boat, Hazardous Materials Unit, Pollution Control Unit, Heavy Rescue Squads, Cliff Rescue, Water Rescue, Emergency Medical Service, etc.

Duties of Department:

The duties of the Fire Department will be to respond to structural fires, vehicle fires/accidents, trash fires, grass fires, vessel fires, medical emergencies, hazardous materials incidents, water rescues, investigation of building alarms, and other emergencies on HPS.

Points of Contact:

Fire Department:

Emergency Number 911

Division 1 Battalion 10

Firehouse Business

TECHNICAL EXHIBIT 1-1
Public Safety (Fire Protection and Emergency Services)
Documentation
RECORD KEEPING SERVICES

Records, documentation, recorded or documented instructions and record keeping systems: Fire department recorders, documentation, instructions, reference, training materials, and their systems will include but not be limited to:

- a). Fire prevention records, documentation, instructions, reference and training materials.
- b). Fire suppression records, documentation, instructions, reference and training materials.
- c). Hazardous materials records, documentation, instructions, reference and training materials.
- d). Emergency/Medical services records, documentation, instructions, reference and training materials.
- e). Fire Department communication equipment maintenance records, documentation, instructions and reference materials.
- f). Water system maintenance records, instructions and reference materials.
- g). Vehicle maintenance records, instructions, and reference materials.
- h). Fire fighting equipment maintenance records, instructions, reference and training materials.
- i). Disaster preparedness records, documentation, instructions, reference and training materials.
- j). Training records and documentation.
- k). Response records and documentation.

APPENDIX 2
FIRE PROTECTION/SUPPRESSION AND EMERGENCY RESPONSE SERVICES
TECHNICAL EXECUTION PLAN

I. Background

The Caretaker shall provide a Caretaker Manager to lead and manage the Caretaker's efforts under this Agreement. The Caretaker Manager shall be responsible for all operational oversight of this Agreement. The Caretaker Manager shall coordinate directly with the Director of the San Francisco Redevelopment Agency, the Chief of the Fire Department, and other City Staff members as necessary.

The Caretaker Manager shall be the Caretaker's primary point of contact to the Navy on all matters related to this Agreement. The Caretaker Manager shall maintain a set of books devoted exclusively to the operations of the HPS for the scope of services for which Caretaker is responsible. The Caretaker Manager will use forms, accounting methods, internal controls, and procedures acceptable to the Navy. The books will be available at the Caretaker Manager's office for examination by authorized Navy personnel. The Caretaker Manager shall furnish additional financial reports, statistical reports, financial analyses, and other data as requested by the Navy.

II. Proposed Rational for Fire Service Requirements

A. Proposed Method of Accomplishment

The Caretaker Manager will reside within San Francisco Fire Department (SFFD) and will oversee the performance of services in this Agreement and serve as the primary point of contact with the Navy on all matters related to this Agreement.

B. Concept of Operations

1. General Scope of Services

- a. SFFD personnel shall provide Fire Protection and Emergency Response services to HPS in accordance with Appendix 1, of this Agreement and SFFD and NFPA standards including but not limited to: responding to structural fires, vehicle fires/accidents, trash fires, grass fires, vessel fires, medical emergencies, water rescues, investigation of building alarms, and other emergencies on HPS.
- b. SFFD personnel shall conduct periodic visual inspections of fire alarm systems and fire protection systems as identified by the CSO and Caretaker.

- c. SFFD personnel shall only report release of hazardous materials on HPS property in accordance with this Agreement and standard City procedures.
- d. SFFD shall incorporate the closed HPS into the City of San Francisco's disaster preparedness and emergency management program.
- e. SFFD personnel shall attend meetings involving all major changes to infrastructure, building occupancy and use, demolition of structures, and planned public events that impact safe occupancy limits.

2. Assignment of Responsibility

Responsibility for staffing and policy in regards to HPS will remain with the Chief of the Fire Department or their designee. Overall, operational command will be the responsibility of the Chief of the Fire Department or his designee.

3. Staffing and Tours of Duty

The Caretaker is authorized to provide caretaker services from existing City of San Francisco fire stations that the Caretaker deems meets the sufficient response times, and utilize existing equipment and staff.

4. Reporting

SFFD personnel shall keep Fire department records, documents, instruction, training, and reference materials as described in Appendix 1.

5. Administration

- a. For purpose of liaison, Chief Gary Massetani, (415) 558-3411, is the designated representative of the Caretaker who is responsible for provision of services pursuant to the agreement, unless otherwise indicated in writing by the Caretaker.
- b. The Caretaker shall:
 - Negotiate, secure, and manage all contractors necessary for the provision of fire services in accordance with the Navy's and the City's Purchasing Policies
 - Draft, implement, and reconcile annual operating budget for the SFFD Scope of Services, including the provision of accounts payable and receivable functions.

- Serve as liaison to the community regarding fire incidents at HPS; attend community meetings as necessary.

6. Materials and Equipment

- a. The Caretaker shall provide communication, apparatus, and equipment as described in Appendix 3.

APPENDIX 3 - COOPERATIVE AGREEMENT - BUDGETARY ESTIMATE

Hunters Point Naval Shipyard

Unit Type	Unit Cost	Administration Credit	Adjusted Unit Cost
ENGINE	\$ 2,943,600	10%	\$ 2,649,240
TRUCK	\$ 3,539,414	10%	\$ 3,185,473
BATTALION	\$ 7,491,018	15%	\$ 6,287,363
AMBULANCE	\$ 1,449,871	0%	\$ 1,449,871

Administration Credit is credit given for inspections, public education, etc. normally done by SFFD units that would not be done by the units in the Hunter's Point Shipyard area. Engines and Trucks spend approximately 10% of their time and Battalions approximately 15% of their time performing these duties, and this discount is reflected in the adjusted unit cost.

Navy Corrected data (entered correct acres for parcels)
Coverage area (all measurements in ACRES)

1 acre = 43,560 sqft

Unit	HP - SF TERRITORY				HP - NAVY TERRITORY											Sum of Navy Territory	Adjusted Cost with Admin Credit	Cost to Navy		
	SF COVERAGE City of SF	A	A'	A3	Sum of SF Territory	B	C	E	D-1	E-2	UC-1	D-2	G	E Tail	UC-3				UC-2	% coverage of area that is Navy land
ENGINE 25	388		47		47	50											984	\$ 2,943,600	\$ 2,649,240	\$ 33,240
ENGINE 17	1,145		28		28	78											1,455	\$ 3,539,414	\$ 3,185,473	\$ 458,970
TRUCK 17	3,650		47		47	78											4,047	\$ 7,491,018	\$ 6,287,363	\$ 253,584
BATTALION 10	3,852		45		45	78											4,255	\$ 1,449,871	\$ 1,267,365	\$ 182,506
AMBULANCE	399		45		45	78											4,255	\$ 1,449,871	\$ 1,267,365	\$ 182,506
TOTAL	12,407	19	37	9	139	303	78	83	87	112	3	6	40	5	7	7	4,255	\$ 14,443,764	\$ 12,452,947	\$ 1,990,817

