

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

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3 **Resolution authorizing the San Francisco Fire Department to accept and enter into a**
4 **grant agreement with the United States Navy reimbursing the San Francisco Fire**
5 **Department for the costs of providing fire services to portions of the Hunters Point**
6 **Shipyard remaining under federal ownership.**

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

13 WHEREAS, An important provision of the Conveyance Agreement requires the Navy to
14 fund reasonable levels of fire service to the Shipyard until the bulk of the Shipyard is clean
15 and transferred, provided that the San Francisco Fire Department ("SFFD") enters into a
16 Cooperative Agreement with the Navy in substantially the form of the Cooperative Agreement
17 filed with the Clerk of the Board herewith in File No. _____ (the "Cooperative
18 Agreement"); and,

19 WHEREAS, The Cooperative Agreement operates like a reimbursable grant
20 agreement - under the Cooperative Agreement the Navy will reimburse the SFFD for costs
21 related to a specified scope of fire services, up to a maximum of \$1.8 Million dollars a year,
22 which maximum increases annually by at least 4%, but which will be reduced on a prorata
23 basis as parcels are conveyed to the SFRA because the Navy cannot lawfully pay for fire
24 service on property that has been conveyed out of federal ownership; and,

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1 WHEREAS, the initial term of the Cooperative Agreement is for five years; now,
2 therefore, be it

3 RESOLVED, That the Board of Supervisors hereby authorizes the SFFD to accept and
4 enter into the Cooperative Agreement, and to make any additions, amendments or other
5 modifications to the Cooperative Agreement (including, without limitation, its exhibits) that the
6 Chief of the SFFD or her designee determines, in consultation with the City Attorney, are in
7 the best interests of the City and do not otherwise materially increase the obligations or
8 liabilities of the City, and are necessary or advisable to effectuate the purpose and intent of
9 this resolution.

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