

**AGENDA ITEM 8**  
**Treasure Island Development Authority**  
City and County of San Francisco  
Meeting of September 11, 2024

**Subject:**     **Approving and Authorizing the Execution of a Memorandum of Understanding between the Treasure Island Development Authority, Contract Monitoring Division, and Treasure Island Community Development, LLC, Regarding Implementation of a Small Business Enterprise Mentor-Protégé Program for the Treasure Island and Yerba Buena Island Development Project**

**Contact:**     Joey Benassini, Vertical Development Project Manager, TIDA

**Executive Summary**

**Mentorship Program Launch.** The City Administrator’s Contract Management Division (CMD) currently operates a Mentor Protégé Program (MPP) pairing Local Business Enterprises (LBEs and protégés) with prime contractors (mentors) to develop successful business practices. The program partners collaborate to develop Action Plans for the protégé, focusing on various professional growth goals like organizational structure, leadership, financial infrastructure, and networking. Mentors and protégés commit to working together for two years, and 5-10 pairings, collectively termed "The Cohort", are formed.

Each pairing, matched based on factors like industry and expertise, meets monthly or more frequently and submits quarterly reports to a Steering Committee for review. Upon graduation, the LBEs should be well positioned to bid as prime contractors on City and County of San Francisco contracts.

TIDA staff have coordinated with the Treasure Island Community Development (TICD) and CMD to develop a Memorandum of Understanding (MOU) for implementation of a mentorship program on Treasure Island mirroring the MPP as part TIDA and TICD’s commitments under the Jobs and Equal Opportunity Program (Jobs EOP). TIDA staff are bringing the MOU to the TIDA Board for approval and authorization to execute. The budget impact is estimated at \$100,000 to \$150,000 per year. Costs will be shared among TIDA, TICD, and participating vertical developers. The first cohort is expected to be formed by early 2025 and to graduate in 2027.

**MENTORSHIP PROGRAM MEMORANDUM OF UNDERSTANDING**

Over the past few months, TIDA, CMD, and TICD worked together to finalize a plan to implement the model mentorship program required by the Jobs and Equal Opportunity Program. CMD currently operates a MPP that pairs LBEs with prime contractors who can help LBEs develop and improve their business practices. The MPP as administered by CMD is well

established and respected, and we hope to leverage their experience and success in implementing a program on Treasure Island.

*What it is:* CMD will pair Small Business Enterprise (SBE) protégés with prime contractor mentors. TICD and TIDA will assist with identifying potential pairings. Each pair will work together to develop an Action Plan that meets goals through specified milestones. Each Action Plan will cover professional growth goal topics, including:

- Organization and structure
- Leadership development
- Financial and business infrastructure
- Insurance and bonding
- Networking and business community engagement

*How it works:* Mentors and protégés commit to working together for 2 years. During that time, they will form a relationship focused on the protégé's professional growth. Each pairing is matched by the MPP Managers based on several factors which include, but are not limited to:

- Industry areas
- Professional growth areas
- Areas of expertise

*Requirements:* The 2-year commitment requires each pair to complete and sign an MPP Memorandum of Understanding (“MPP MOU”) that outlines how they will work together. Although they may meet more frequently, Mentors and Protégés commit to meeting at least once each month to discuss the action plan goals and progress. The Mentor and Protégé must submit quarterly MPP reports to the MPP Steering Committee. Successful pairs often connect more frequently to:

- Identify areas of improvement
- Track improvements
- Identify samples of success

Each pair must submit a quarterly report detailing progress on goals and milestones. A Steering Committee will review, evaluate and advise on each report as well as on general program direction.

*Graduation:* After the 2-years, each pair is eligible for graduation. The expectation is that the graduates will be well positioned to bid as a prime contractors on City and County of San Francisco contracts.

*Budget Impact:* It is anticipated that the MPP will require one full-time compliance officer staffed by CMD during the four to six month period of matching mentors and protégés. After that, a compliance officer staffed by CMD will only be needed half-time for the remainder of the program. The annualized cost over the course of one program cycle is estimated to be \$100,000 to \$150,000 per year. TICD will confer with the vertical developers on the islands and secure funding commitments from each. TIDA had budgeted \$150,000 in Fiscal Year 2024-2025 for the SBE/LBE Program, which is sufficient to fund TIDA's share of the mentorship program cost.

*Memorandum of Understanding:* TIDA staff have coordinated with the TICD and the Contract Monitoring Division to develop an MOU) for the mentorship program (attached as “Exhibit A”).

*Timeline:* TIDA plans to execute the MOU with TICD and CMD by October 2024 and anticipates the first cohort of mentors and proteges will be formed by early 2025.

## **UPCOMING SBE | LBE WORK OPPORTUNITIES**

### **Upcoming Bid Opportunities:**

**Stage 2 Street Improvements and Infrastructure.** TICD is currently in permit review for stage 2 and 3 street improvements and infrastructure on Treasure Island, with a permit expected to be acquired by October 2024. TICD will proceed with prime contractor selection for this work, and then advertise the work for SBE participation once a prime contractor is selected. It is anticipated this work will start by Q2 2025.

### **SBE Liaison:**

TICD has designated a single point of contact on all SBE matters from their staff, currently Danielle Butler as the SBE liaison for TICD. The SBE liaison will work with each individual TICD project managers (“PMs”) to ensure active SBE participations throughout the bidding process up to contract execution for all future project scopes by TICD.

## **CONCLUSION**

The MOU for the Model Mentorship Program marks a significant step forward in nurturing local talent and creating opportunities for SBEs to thrive as independent and competitive entities in the construction and professional services industries in San Francisco. By leveraging the established framework of the City Administrator’s Contract Management Division, TICD and TIDA can provide SBEs with the tools, knowledge, and networks necessary to achieve long-term success.

As we move forward with this initiative, the expected outcomes include enhanced SBE participation in both horizontal and vertical projects, improved compliance with participation goals, and the fostering of robust, long-lasting business relationships. This approach not only benefits the SBEs but also contributes to the overall success and positive perception of the Treasure Island development project.

Through continued focus on mentorship, collaboration, and early engagement, TICD and TIDA are poised to create a lasting impact on the economic landscape of San Francisco, ensuring that the benefits of this development are shared broadly and equitably across the community.

## **RECOMMENDATION**

Staff recommends and requests the Authority Board of Directors approve the proposed MOU and authorizes the Director to execute the MOU incorporating such additions, amendments or other modifications Director determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the MOU.

**EXHIBITS**

Exhibit A: Contract Monitoring Division, Mentor-Protégé Program, Memorandum of Understanding

**Memorandum of Understanding between the Treasure Island Development Authority (TIDA) and the Contracts Monitoring Division (CMD) Regarding Implementation of a Small Business Enterprise Mentor-Protégé Program (MPP) for Treasure Island and Yerba Buena Island Development Projects**

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU") is entered into as of September \_\_, 2024, by and between the **CITY AND COUNTY OF SAN FRANCISCO** ("City"), a municipal corporation acting by and through the Contracts Monitoring Division ("CMD"), the **TREASURE ISLAND DEVELOPMENT AUTHORITY**, a California non-profit public benefit corporation ("TIDA"), and **TREASURE ISLAND COMMUNITY DEVELOPMENT**, a California limited liability company ("TICD"), collectively, the "Parties", upon the following facts, intentions and understandings of the parties:

**RECITALS**

A. In 1993, Naval Station Treasure Island ("NSTI"), consisting of both Treasure Island ("TI") and portions of Yerba Buena Island ("YBI"), was designated for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510 and its subsequent amendments. The Department of Defense subsequently designated the City and County of San Francisco ("City"), and later TIDA, as the Local Reuse Authority ("LRA") responsible for the conversion of NSTI under the federal disposition process.

B. TIDA was created in 1997 to serve as a single-purpose entity responsible for the redevelopment of NSTI. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (1) designated TIDA as a redevelopment agency under the California Community Redevelopment Law with authority over NSTI, and (2) with respect to those portions of NSTI that are subject to the public trust for commerce, navigation and fisheries (the "Tidelands Trust" or "Trust"), vested in TIDA the authority to administer the Tidelands Trust as to such property in accordance with the terms of the Act.

C. In 2011, the City, TIDA and Treasure Island Community Development, LLC ("TICD"), entered into a Disposition and Development Agreement (the "DDA") between TIDA and TICD, and a Development Agreement (the "DA") between the City and TICD (for reference purposes, all of these agreements are dated as of June 28, 2011).

D. The Authority has adopted a Jobs and Equal Opportunity Program as Exhibit P to the DDA (as amended from time to time in accordance with the DDA, the "Jobs EOP") for the Project that sets forth the employment and contracting benefits that are proposed for the Project, including: (i) creating new construction and permanent employment opportunities; (ii) setting goals for the hiring of San Francisco residents and formerly homeless and economically disadvantaged individuals; (iii) setting goals for participation by small business

enterprises (“SBEs”) under a program that is specific to the Project and that shall be administered by the Authority; and (iv) creating economic development opportunities and related support for the Treasure Island Homeless Development Initiative, Inc., a California non-profit public benefit corporation (“TIHDI”), and its member organizations.

E. The Jobs EOP establishes that TIDA will work with TICD to implement a model mentorship program that will foster emerging SBE firms who are capable of performing high quality construction at competitive prices. Two main goals of this program will be to increase the volume of work that these emerging firms compete for and broadening the base of their activity in the building industry. The mentorship program shall provide measurable results, such as survival rates for mentors, recognizable improvements to firm’s financial strength and bonding capacity, increases to the number of employees employed and success in meeting the objectives of each firm’s individual business plans.

F. Under this MOU, TIDA will engage CMD to provide designated staffing services to assist in the implementation of the model SBE mentorship program, also referred to as the Mentor-Protégé Program (“MPP”), on behalf of TIDA and TICD. Staffing services for implementation of the program include, but are not limited to, contacting and pairing mentors and protégés; execution of MOUs between mentors and proteges; day-to-day administration, coordination, and oversight of the MPP; and regular reporting on progress, achievements, and challenges of the MPP.

G. Any undefined capitalized terms set forth herein shall have the meaning provided for such term in the DDA and Exhibit P: Jobs and Equal Opportunity Program.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**AGREEMENT**

1. **Definitions.** Abbreviations and technical terms used in this MOU are defined as follows:

MPP – The Mentor-Protégé Program, to be established by TIDA, TICD, and CMD, which will facilitate mentorship relationships between prime consultants or contractors and SBEs, and mirror the existing Mentor-Protégé Program administered by CMD.

2. **Mentor-Protégé Program Description.** The following is a general description of the MPP, and requirements for mentors and protégés:

a. **Program Description:** CMD will pair SBEs (protégés) with prime consultants or contractors (mentors) in the same or similar field. The pair will work together to develop an Action Plan (with oversight by CMD) that outlines a path with milestones for development. Each Action Plan covers a range of professional growth goal topics, including, but not limited to, organization and structure; leadership development; financial and business infrastructure;

insurance and bonding; networking and business community engagement.

b. Mentor-Protégé Pairing: Mentors and protégés commit to working together for 2 years. During that time, they will form a relationship focused on the protégé's professional growth. Participants who have been selected to participate in the program are collectively referred to as "The Cohort". The Cohort consists of approximately 5-10 pairings. Each pairing is matched by a MPP Program Managers at CMD based on a number of factors which include, but are not limited to, industry areas; professional growth areas; and areas of expertise.

c. Requirements: The 2-year commitment requires each pair to complete and sign an MPP Memorandum of Understanding that outlines how they will work together. A draft copy of the CMD MPP MOU template is included in this report as Exhibit A, which may be revised as agreed upon by both parties prior to implementation. Mentors and protégés must meet a minimum of 1 time per month to discuss goals and progress. The MPP MOU does not limit the pairing from meeting more often. Successful pairs often connect more frequently to identify areas of improvement; track improvements; identify samples of success.

The Mentor and Protégé must submit quarterly MPP reports to the CMD MPP Steering Committee. The quarterly reports should provide insight and findings with regard to the progress of the MOU goals and milestones. A Steering Committee made up of individuals from CMD will review and evaluate each report. The Steering Committee provides oversight with regard to reports and program direction.

d. Graduation: After the 2-year period, each pair is eligible for graduation from the program. The expectation is that the SBE who graduates is in a position to bid as a prime contractor or consultant on City and County of San Francisco ("CCSF") contracts.

e. Timeline: TIDA, TICD and CMD will cooperate and assist each other with the goal of forming the first cohort of mentors and protégés by October 2024.

**3. Program Administration.** An outline of the program administration responsibilities are as follows:

a. Scope of Administration: CMD shall be responsible for the implementation, day-to-day administration, coordination, and oversight of the MPP. CMD will ensure compliance with all relevant regulations and guidelines. TIDA and TICD will provide contacts for prime consultants and contractors working on TI or YBI, as required by CMD.

b. Reporting: CMD will provide regular reports to TIDA and TICD detailing the progress, achievements, and challenges of the MPP. Reports will be submitted quarterly or as otherwise agreed upon by both parties.

**4. Timekeeping and Billing of Staffing Services.**

a. TIDA Budget and Rate Schedule. TICD and TIDA will each pay 50% of the cost for CMD to administer the program. The total estimated annual cost to administer the program is between \$100,000.00 and \$150,000.00, and a detailed breakdown of how that budget was derived is included in Exhibit B. TIDA will include the cost of CMD's services under this MOU in TIDA's annual budget. TIDA shall be responsible for 50% of the cost of the program, and the other 50% shall be recoverable from TICD as a City Cost. CMD will charge TIDA for CMD's services at actual cost for staff salary and fringe benefits.

b. Timekeeping. TIDA and CMD will work collaboratively to provide annual billing instructions to CMD staff that will indicate the appropriate project billing codes to be used. CMD will bill TIDA per each deliverable provided. A list of deliverables is included in Exhibit C.

c. Billing. CMD will provide invoices for any staffing services in association with this MOU for TIDA's review and approval on a quarterly basis.

**5. Records Management.** Throughout the entire development process, the Parties shall maintain all records for the MPP per each party's record retention policies and procedures.

**6. Cooperation.** The Parties agree to cooperate with and assist each other in undertaking all efforts to accomplish the proposed transactions contemplated by this MOU. Any and all actions or proceedings undertaken by TIDA and the City in accordance with this MOU shall be subject to approval as required under applicable laws and regulations, and any future discretionary approvals will be subject to the exercise of discretion by policy makers.

**7. Effective Date; Term.** The term of this MOU shall begin on the date of execution ("Effective Date") and will continue unless and until expressly terminated by the Parties.

**8. Discretion of Parties.** The Parties, including their respective boards, commissions, departments, and officials, each shall exercise its sole discretion over all matters relating to this MOU over which it has jurisdiction consistent with legal requirements, customary practices, and public health, safety, convenience and welfare, and each shall retain, at all times, its respective authority to take any action under its jurisdiction that is necessary to protect the health, safety, convenience and welfare of the public.

**9. Sunshine Ordinance.** The Parties acknowledge and agree that this MOU is subject to the City's Sunshine Ordinance (S.F. Admin. Code, Chapter 67) and the State Public Records Law (Cal. Gov. Code §§ 6250 *et seq.*), and as a result, this MOU and any and all records, information and materials submitted to the City hereunder are public records subject to public disclosure.

**10. Miscellaneous.** (a) This MOU may be amended or modified only by a writing signed by the Director of TIDA, or his or her designee, the Director of CMD, or his or her designee, and a representative of TICD. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver. (c) This MOU contains the entire



understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

**11. Recitals.** The Recitals above are expressly incorporated herein and made a part of this MOU by this reference.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

CMD:

CONTRACTS MONITORING DIVISION

By: \_\_\_\_\_  
Stephanie Tang, Director

Date: \_\_\_\_\_

TIDA:

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Robert Beck, Executive Director

Date: \_\_\_\_\_

TICD:

TREASURE ISLAND COMMUNITY  
DEVELOPMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

Mentor-Protégé Program Memorandum of Understanding – Draft Template

Contract Monitoring Division  
Mentor Protégé Program  
Memorandum of Understanding



***Prepared By***

Firm Name (Mentor)  
And  
Firm Name (Protégé)

**Acceptance**

(Signed by CMD Director)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This Mentor/Protégé Memorandum of Understanding (“MOU”) is between **Firm Name** (Proposed Mentor), with its principal place of business at [mentor address] and **Firm Name** (Proposed Protégé), with its principal place of business at [protégé address] (collectively referred to as the “Parties”).

WHEREAS, **Mentor Name** (proposed Mentor) is a firm with a history of providing services in \_\_\_\_\_ (*Provide a brief description of the Mentor’s technical capabilities and contracting history, especially with the City and County of San Francisco*).

WHEREAS, **Protégé Name** (proposed Protégé) is a SBE firm certified by the Contract Monitoring Division (“CMD”) (CMD LBE Number \_\_\_\_\_, Expiration Date \_\_\_\_\_) specializing in providing \_\_\_\_\_. (*Provide a brief description of the proposed Protégé’s work area*)

WHEREAS, the Parties wish to formalize the proposed mentor/protégé relationship between **Firm Name** (Proposed Mentor) and **Firm Name** (Proposed Protégé) under the CMD Mentor/Protégé Program established pursuant to San Francisco Administrative Code Chapter 14B (“Chapter 14B”); and

WHEREAS, the Parties agree that establishing a mentor/protégé relationship will enhance the capabilities of the Protégé and improve its ability to successfully compete for contracts consistent with the goals of the CMD Mentor Protégé Program; and that this relationship will result in the proposed protégé’s growth and development.

WHEREAS, the Parties wish to carry out the goals of this enclosed in this MOU over a period of two (2) years beginning \_\_\_\_\_ (date MOU is signed).

THEREFORE, consistent with the Parties goals and the requirement of the CMD Mentor Protégé Program, the Parties agree to the following:

1. Mentor agrees to assist the Protégé to fully develop the assessed needs as describe in the MPP Goals and Objectives Plan attached as Appendix A.
2. Preparation of Mentor/Protégé Reports. The Mentor and Protégé will submit quarterly MPP reports to the MPP Steering Committee (“Committee”) by the 15<sup>th</sup> of the month following the end of the calendar quarter. Mentor and Protégé will use the quarterly evaluation form provided by the Committee. The Mentor and Protégé shall provide all necessary documentation to substantiate the information provided in the quarterly reports.

3. Mentor's Failure to Provide Mutually Agreed upon Assistance.  
Should the Mentor fail to provide mutually agreed-upon assistance to the proposed Protégé as outlined in this MOU, the mentor understands that CMD and the Committee reserve the right to act on behalf of the Proposed Protégé and the MPP in one or more of the following ways:
  - a. The Committee may issue a Mentor a notice of MPP non-compliance. Mentor will have 15 days to respond to the Committee, along with any supporting documentation. Protégé may submit documentation to the Committee to review as part of this process.
  - b. The Committee will send a decision to the Mentor and Protégé within 15 days of receiving the Mentor's response and supporting documentation
  - c. The Mentor could be ineligible to participate in any future cycles of CMD's Mentor Protégé Program;
  - d. CMD may authorize substitution of the Mentor firm to carry out an amended MPP MOU with the Protégé.
  
4. Termination Clause. This MOU may be terminated as follows:
  - a. Termination by CMD. CMD may decide to cancel the continuation of the MOU if the Committee finds the Mentor and Protégé falsified any information in their quarterly reports, or have misrepresented the work done between the Mentor and Protégé.
  - b. Other Termination Conditions. This MOU will automatically terminate after the two year MPP cycle is complete, unless CMD and the Committee approve an extension of time in writing, no less than 30 days before the end of the initial two year period.
  
5. Modifications. CMD and the Committee must approve all changes to this MOU in advance.
  
6. Notices and Points of Contact for the Mentor and Protégé. The following individuals shall serve as the points of contact for administration of the MOU and as such are authorized to receive all notices under this MOU.

Firm Name (Mentor)  
 Name/Title  
 Address  
 City, State Zip  
 Telephone  
 Email

Firm Name (Protégé)  
 Name/Title  
 Address  
 City, State Zip  
 Telephone  
 Email

Contract Monitoring Division  
 Lupe Arreola, Contract Compliance Officer  
 30 Van Ness Ave #200

San Francisco, CA 94102  
415-274-0511  
[lupe.arreola@sfgov.org](mailto:lupe.arreola@sfgov.org)

Subject to the approval of the Contract Monitoring Division, this MOU is entered into and effective as of the date of such approval. The MOU is officially signed and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signatory, Title  
**Firm Name** (Mentor)

\_\_\_\_\_  
Signatory, Title  
**Firm Name** (Protégé)

Date \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

**ACTION PLAN**

<b>Assistance Provided</b>	<b>Start Date</b>	<b>Mentor's Staff Responsible for Working with Protégé</b>	<b>Goal/Milestone</b>
1.			
2.			
3.			
4.			
5.			

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## **Exhibit B**

### **Budgeted MOU Amount**

The agreed upon budget for the first Cohort under this MOU was determined by the estimated personnel cost for CMD to provide direct services. Deliverables to be provided for the first TIDA MPP cohort are listed in Exhibit C.

The estimated cost is supported by the estimated hours for the deliverables in Exhibit C, multiplied by the labor rate of the Contract Compliance Officer(s). Considering previous projects similar in scope and the deliverables in Exhibit C, approximately 1500 hours have been estimated. The hourly labor rate is the combined pay rate and the cost of fringe benefits for a Contract Compliance Officer.

The pay breakdown for a 2992 Contract Compliance Officer I in FY25 is: \$140,515.00 in Salary and \$51,838.04 in Fringe. This translates to an hourly rate of 92.48 (67.56 for Salary, 24.92 for Fringe). The rate is all based on Step 5 of the compensation plan for this classification, which is typically used for budgeting.



## **Exhibit C**

### **List of Deliverables**

- Custom flyer for TIDA MPP Program
- Customized Application Form for potential protégés to the program
- Visual project management tool to plan, schedule, and track each cohort
- Outreach to potential protégés – initial promotion
- Outreach to potential protégés – follow-up during and after application
- Outreach to potential mentors – initial search
- Outreach to potential mentors – follow-up
- Evaluation of applications
- Pairing Assessment – series of discussions involving review of potential proteges and mentors
- Drafting and dispatch of program acceptance and program pairing, including follow-up conversations with rejected applicants
- TIDA MPP program staff's weekly meeting
- Coordination and Finalization of MOU (and Action Plan) – Meet with each participant to ensure understanding and acceptance of program expectations
- Create Progress tracker (from kick-off to graduation) – Includes quarterly reports, event attendance, contact information, links to important files
- Log and review progress tracker
- Document management of all relevant files, including MOUs, benefit letters, quarterly reports, templates, etc.
- Plan and coordinate Kick-off meeting
- Plan and coordinate events. (registration, hosting, ushering, design and produce presentation and other materials, handle RSVPs, after event survey, debrief, etc.)
- Recruit and provide guidance to Steering Committee
- Quarterly meeting with Steering Committee
- Quarterly reports – collect, review, and hold follow-up discussions (based on activity, disagreements, concerns, incorrect reporting etc.)
- Quarterly reports – Report out to the Steering Committee and hold follow-up discussions
- Meetings with proteges and mentors (frequent issues: late or non-submissions, incoordination, disagreements)
- Evaluate each mentor for program benefits
- Document and notify mentors who qualify for benefits
- Report out to stakeholders

1 [Memorandum of Understanding – Small Business Enterprise Mentor-Protégé Program]  
2 **Resolution Approving and Authorizing the Execution of a Memorandum of**  
3 **Understanding between the Treasure Island Development Authority, Contract**  
4 **Monitoring Division, and Treasure Island Community Development, LLC, Regarding**  
5 **Implementation of a Small Business Enterprise Mentor-Protégé Program for the**  
6 **Treasure Island and Yerba Buena Island Development Projects**

7 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island  
8 and Yerba Buena Island (together, the "Base"), was selected for closure and disposition by  
9 the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510,  
10 and its subsequent amendments and is currently in the process of ownership transfer from the  
11 United States Navy to the Treasure Island Development Authority; and,

12 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
13 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
14 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
15 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
16 conversion of the Base for the public interest, convenience, welfare and common benefit of  
17 the inhabitants of the City and County of San Francisco; and,

18 WHEREAS, In early 2000, the Authority initiated a master developer selection process,  
19 culminating in the selection of Treasure Island Community Development, LLC (the  
20 "Developer") whose Development Plan and Term Sheet for the Redevelopment of Naval  
21 Station Treasure Island was endorsed by the Authority Board of Directors and the BOS in  
22 December 2006 and updates were endorsed and refined in April 2010; and,

23 WHEREAS, On June 7, 2011, the BOS voted 11-0 on various pieces of legislation  
24 authorizing the Treasure Island/Yerba Buena Island Development Project (the "Project"),  
25 including a Disposition and Development Agreement (the "DDA"); and,

1           WHEREAS, The Treasure Island Development Authority, (“TIDA” or “Authority”), is the  
2 City Agency charged with implementation of the Disposition and Development Agreement  
3 dated June 28, 2011, between TIDA and Treasure Island Community Development, LLC (the  
4 “DDA”) and the Amended and Restated Base Closure Homeless Assistance Agreement dated  
5 June 28, 2011, between TIDA and One Treasure Island (“One TI”; formerly the Treasure  
6 Island Homeless Development Initiative); and,

7           WHEREAS, The Jobs and Equal Opportunity Program (“Jobs EOP”) is an exhibit to  
8 the DDA; and,

9           WHEREAS, Section 9.5 of the Jobs EOP established a requirement for the Authority  
10 and Developer to implement a model mentorship program to foster Small Business Enterprise  
11 firms (“SBEs”) capable of performing high quality construction at competitive prices,  
12 increasing the volume of work that these firms can compete for and broadening the base of  
13 their activity in the building industry; and,

14           WHEREAS, the model mentorship program should provide measurable results, such  
15 as survival rates for protégés, recognizable improvements to SBEs financial strength and  
16 bonding capacity, increases to the number of individuals employed by the SBE and success in  
17 meeting the objectives of each SBEs individual business plans; and,

18           WHEREAS, the Contract Monitoring Division (“CMD”), a part of the City Administrator’s  
19 Office, is a City department charged with overseeing the City’s contracting process and  
20 operates Equal Benefits, Local Business Enterprise (“LBE”), and Contractor Development  
21 Programs; and,

22           WHEREAS, CMD operates a Mentor-Protégé Program (“MPP”) to pair certified micro-  
23 LBEs with prime contractors who help micro-LBEs develop and improve business practices;  
24 and,

25

1           WHEREAS, the MPP operated by CMD requires mentors and protégés to develop an  
2           action plan for professional growth of the protégé and to work together for 2 years to promote  
3           organization and structure, leadership development, financial and business infrastructure,  
4           insurance and bonding, and networking and business community engagement improvements  
5           for the protégé; and,

6           WHEREAS, Authority staff have met with CMD staff to learn about the MPP and how a  
7           similar model mentorship program might be implemented for the Project; and,

8           WHEREAS, Authority staff, CMD, and the Developer have negotiated a Memorandum  
9           of Understanding (“MOU”) to formalize the relationship between the Authority, CMD, and  
10          Developer which defines roles and responsibilities of each party to implement a model  
11          mentorship program; and, be it

12          RESOLVED, That the Authority Board of Directors hereby authorizes the Treasure  
13          Island Director to execute the MOU, effective October 1, 2024, with CMD and the Developer,  
14          in substantially the form of the Agreement attached hereto as Exhibit A; and, be it

15          FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure  
16          Island Director or his designee to enter into any additions, amendments or other modifications  
17          to the MOU that the Treasure Island Director determines in consultation with the City Attorney  
18          are in the best interests of the Authority, that do not materially increase the obligations or  
19          liabilities of the Authority, that do not materially reduce the rights of the Authority, and are  
20          necessary or advisable to complete the preparation and approval of the MOU, such  
21          determination to be conclusively evidenced by the execution and delivery by the Treasure  
22          Island Director or his designee of the documents and any amendments thereto.

23  
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**CERTIFICATE OF SECRETARY**

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**I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on September 11, 2024.**

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**Jeanette Howard, Secretary**