

RESOLUTION NO. 1-2008

Adopted January 15, 2008

AUTHORIZING A SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH WILLIE B. KENNEDY, A SOLE PROPRIETORSHIP, DBA W. B. KENNEDY & ASSOCIATES, TO INCREASE THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$95,000, FOR A TOTAL AGGREGATE CONTRACT AMOUNT NOT TO EXCEED \$675,000, TO PROVIDE INCREASED ADMINISTRATIVE SUPPORT, OUTREACH AND INFORMATION SERVICES TO THE HUNTERS POINT SHIPYARD CITIZENS ADVISORY COMMITTEE; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. In 1991, the United States Congress designated the Hunters Point Shipyard ("Shipyard") for formal closure under the federal Defense Base Closure and Realignment Act and authorized the United States Department of the Navy ("Navy") to transfer the Shipyard, in phases over time, upon clean up, to the Redevelopment Agency of the City and County of San Francisco ("Agency") at no cost. In response, the Mayor appointed a Citizens Advisory Committee ("CAC") consisting of 29 members representing residents of Bayview Hunters Point community ("BVHP"), tenants and businesses operating at the Shipyard, and members of the public with various technical expertise, to advise the Agency on the development of a blueprint for the conversion of the Shipyard to civilian use.
2. Since 1995, the Agency has had a site office at the Shipyard, which has been managed by a consultant whose primary role is to: (i) operate the Agency's site office at the Shipyard, (ii) manage the security badging program for entry into the Shipyard, and (iii) provide administrative support, information and outreach services ("Support Services") to the CAC and the broader BVHP community. Additionally, the site office consultant is responsible for disseminating information and making presentations to the BVHP community about the Agency's redevelopment efforts at the Shipyard.
3. In August 2005, Agency staff issued a Request for Proposals ("RFP") seeking responses from qualified consultants to operate the Shipyard site office and provide Support Services to the CAC. At the conclusion of the RFP process, on December 20, 2005, by Resolution No. 207-2005, the Commission authorized a one-year personal services contract with two, one-year options to extend, with an annual budget of \$175,000, for a total Contract amount of \$525,000 with Willie B. Kennedy, a sole proprietorship, dba W. B. Kennedy & Associates ("WBK" or "Contractor") ("Contract"). The Commission granted the Agency's Executive Director the authority to exercise the two, one-year extension options ("Extension Options").

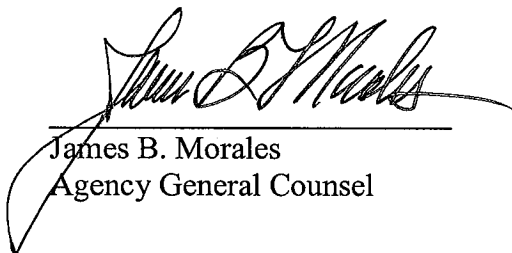
4. Prior to the expiration of the Contract, the Executive Director exercised the first of the two Extension Options.
5. On May 15, 2007, by Resolution No. 49-2007, the Commission authorized a First Amendment to the Contract ("First Amendment") to increase the amount payable under the remaining term of the first Extension Option period and for approximately 5 months of the second Extension Option (if the Agency Executive Director subsequently exercised it) by \$65,000. The additional funds were required so that WBK could provide increased outreach and Support Services to the CAC and the broader BVHP community in connection with the Mayor's Office and Lennar's community engagement process regarding the Consolidated Project.
6. On November 28, 2007, the Executive Director exercised the second of the two Extension Options authorized by the Contract.
7. The need for WBK to provide increased Support Services continues as several Shipyard and BVHP initiatives are coming to the forefront. These initiatives include: (1) the CAC Supervisory Team's planning work for the formation of a quasi-public entity ("QPE"); (2) the community engagement process for the Consolidated Project; and (3) several public hearings associated with the Navy's clean up of the Shipyard. The many projects and initiatives underway at the Shipyard and the surrounding BVHP community continue to generate many more community meetings, mailings (including stationary and postage), outreach, and other associated meeting management responsibilities for the site office. Furthermore, to relieve Agency staff of some of the tasks associated with management of the Shipyard site office, WBK will be responsible for the coordination and payment of several vendor services that the Agency previously paid for directly. Accordingly, the proposed Second Amendment to the Contract maintains for the remainder of the Contract term the current staffing level and personnel costs that the First Amendment authorized and increases the allowable expenses that the Contractor may incur.
8. These expenses totaling approximately \$42,000, include ordinary, recurring administrative expenses such as meeting room rental and refreshments, audio-visual service, payment of vendors who provide services in connection with the CAC meetings, telephone/fax/internet service, office supplies and equipment, stationary and other printed materials, and mailings. WBK will keep financial records and supporting documentation of all transactions, provide administrative services including operating the site office during normal working hours, and provide staffing for all CAC meetings and communications. All goods and services will be procured in accordance with the applicable provisions of the Agency's *Interim Purchasing Policy and Procedures*.
9. WBK is a certified San Francisco Disadvantaged Business Enterprise through the City and County of San Francisco Human Rights Commission and a certified Small Business Enterprise with the Agency.

10. Agency staff seeks authorization to amend the Contract with WBK to increase the amount authorized for the remaining term of the Contract by an amount not to exceed \$95,000, for a total Contract amount not to exceed \$270,000 for the third, and final Contract year, and a total aggregate Contract amount not to exceed \$675,000. The Contract will be funded as a project cost under the Phase 1 Disposition and Development Agreement between the Agency and Lennar and as a Phase 2 predevelopment cost under the Second Amended and Restated Exclusive Negotiations and Planning Agreement with Lennar.
11. Authorization of the Second Amendment to the WBK Contract is not a project, as defined by the California Environmental Quality Act ("CEQA") in CEQA Guidelines Section 15378(b)(5), because the action will allow for continued administrative support, outreach and information services to the CAC, will not change conditions in the Shipyard, will not independently result in a physical change in the environment and is not subject to environmental review under CEQA.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that the Executive Director is authorized to execute a Second Amendment to the Personal Services Contract with Willie B. Kennedy, a sole proprietorship, dba W. B. Kennedy & Associates, to increase the Contract by an amount not to exceed \$95,000, for a total aggregate Contract amount not to exceed \$675,000, to provide increased administrative support, outreach and information services to the CAC, substantially in the form lodged with the Agency General Counsel.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel