

RESOLUTION NO. 104-2008

Adopted September 16, 2008

AUTHORIZING A SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH MCCOY'S PATROL SERVICE, A CALIFORNIA CORPORATION, TO EXTEND THE TERM FOR THREE MONTHS TO DECEMBER 31, 2008 AND INCREASE THE CONTRACT AMOUNT BY \$85,700, FOR A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$1,140,700 (WHICH AMOUNT SHALL BE PAID WITH NON-AGENCY FUNDS), TO PROVIDE SECURITY SERVICES AT HUNTERS POINT SHIPYARD; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco (the "Agency") is required to provide security services at the Hunters Point Shipyard Redevelopment Project Area (the "Shipyard") pursuant to the Security Services Cooperative Agreement, a supplementary document to the Conveyance Agreement between the Agency and the United States Department of the Navy (the "Navy"). As a result, on August 22, 2005, staff issued a Request for Proposals ("RFP") for security services at the Shipyard. Staff completed the competitive negotiations process and selected a contractor to perform the security services.
2. On September 20, 2005, by Resolution No. 146-2005, the Agency Commission approved a Personal Services Contract with McCoy's Patrol Service, a California corporation, for security services for a term of 36 months from October 1, 2005 to September 30, 2008, for an amount not to exceed \$975,000, all paid with non-Agency funds (the "Contract"). The Contract was funded with a combination of funds gathered on a pro-rata-share basis from the Navy and Lennar-BVHP, LLC, the Shipyard's master developer ("Lennar").
3. On April 1, 2008, by Resolution No. 12-2008, the Agency Commission approved a First Amendment to the Contract (the "First Amendment") on behalf of the San Francisco Public Utilities Commission ("SFPUC") to provide security services for its switchgear equipment. The Contract's scope of services was modified and the compensation amount was increased by \$80,000 for a total aggregate amount not to exceed \$1,055,000. SFPUC paid the \$80,000 increase in compensation as required by the First Amendment.
4. Staff is now requesting a Second Amendment to the Contract to extend the term by three months to December 31, 2008 and increase the compensation by \$87,500 for a total aggregate amount not to exceed \$1,140,700 (the "Second Amendment") to allow time to issue a new RFP and negotiate a new three-year

contract for security services at the Shipyard commencing January 1, 2009. The security services will be funded with a combination of funds gathered on a pro-rata-share basis from the Navy, Lennar, and other vertical developers at the Shipyard, as appropriate.

5. The Second Amendment is not a project as defined by the California Environmental Quality Act ("CEQA") in CEQA Guidelines Section 15378(b)(5) because (i) the action will allow for continued security services within a redevelopment project area and is a normal administrative activity of the Agency, (ii) will not change conditions in the Shipyard, (iii) will not independently result in a physical change in the environment, and (iv) 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 enter into a Second Amendment to the Personal Services Contract with McCoy's Patrol Service, a California corporation, to extend the term for three months to December 31, 2008 and increase the Contract amount by \$85,700, for a total aggregate amount not to exceed \$1,140,700 (which amount shall be paid with non-Agency funds), to provide security services at Hunters Point Shipyard, substantially in the form lodged with the Agency General Counsel.

APPROVED AS TO FORM:


for James B. Morales
Agency General Counsel