

RESOLUTION NO. 140-2008

Adopted December 2, 2008

AUTHORIZING A THIRD AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH WILLIE B. KENNEDY, A SOLE PROPRIETORSHIP, DBA W. B. KENNEDY & ASSOCIATES, TO EXTEND THE CONTRACT TERM BY SIX MONTHS FOR THE PERIOD JANUARY 1, 2009 THROUGH JUNE 30, 2009, AND TO INCREASE THE CONTRACT AMOUNT BY \$148,500, FOR AN AGGREGATE AMOUNT NOT TO EXCEED \$823,500, TO PROVIDE ADMINISTRATIVE SUPPORT AND 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 to the Redevelopment Agency of the City and County of San Francisco ("Agency") at no cost. In response to the Shipyard's formal closure, the Mayor appointed a Citizens Advisory Committee ("CAC") comprised of representatives of the Bayview Hunters Point community ("BVHP"), tenants and businesses operating at the Shipyard, and members of the public with various technical expertise, to develop 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 roles are 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 and 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 to provide Support Services to the CAC. On December 20, 2005, by Resolution No. 207-2005, the Commission authorized a one-year personal services contract ("Contract") with Willie B. Kennedy, a sole proprietorship, dba W. B. Kennedy & Associates ("WBK"). The Contract authorized the Executive Director to exercise up to two consecutive, one-year extensions to the term of the Contract, with an annual budget of \$175,000, for a total Contract amount not to exceed \$525,000.

4. The Executive Director exercised the first option to extend prior to the expiration of the Contract.
5. On May 15, 2007, by Resolution No. 49-2007, the Commission authorized a First Amendment to the Contract to increase the Contract amount by \$65,000, for a total second year Contract amount not to exceed \$240,000, and a total aggregate Contract amount not to exceed \$590,000, to provide increased administrative support and outreach and information services to the CAC.
6. On November 27, 2007, the Executive Director exercised the second of the two options to extend the Contract.
7. On January 15, 2008, by Resolution No. 1-2008, the Commission authorized a Second Amendment to the Contract to increase the Contract amount by \$85,000, for a total third year Contract amount not to exceed \$270,000, and a total aggregate Contract amount not to exceed \$675,000. The additional funds were required so that WBK could provide increased Support Services to the CAC in connection with: (1) the CAC Supervisory Team's planning work for the formation of a quasi-public entity or QPE; (2) the community engagement process regarding the consolidated development plan for Phase 2 of the Shipyard and Candlestick Point ("Consolidated Project"); and (3) public hearings associated with the cleanup of the Shipyard. WBK's Contract expires on December 31, 2008.
8. Pursuant to the Agency's Interim Purchasing Policy and Procedures, the Agency will conduct competitive negotiations through a new RFP process to select a consultant to provide Support Services at the Shipyard.
9. Agency staff and the CAC seek to enter into a Third Amendment to the Contract ("Third Amendment") to extend the Contract term for six months to undertake a review of the scope of services prior to the issuance of an RFP and to provide a full and fair procurement process, and to increase the Contract amount by \$148,500 for a total aggregate Contract amount not to exceed \$823,500 to provide ongoing Support Services at the Shipyard. The extension budget is at the existing level of funding with the addition of a ten percent contingency.
10. The requested Contract amount increase of \$148,500 is comprised of the following: \$114,210 for personnel, \$12,850 for community outreach and public participation, \$7,940 for direct costs such as telephone, office supplies and equipment, and \$13,500 to be held as a contingency in the event that additional CAC meetings are required. The Contract is funded as a project cost under the Disposition and Development Agreement Hunters Point Shipyard Phase 1 (as amended) between the Agency and HPS Development Co. and as a Phase 2 predevelopment cost under the First Amendment to Second Amended and Restated Exclusive Negotiations and Planning Agreement (Hunters Point Shipyard Phase 2 and Candlestick Point) between the Agency and HPS Development Co.

11. 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.
12. Authorization of the Third Amendment 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 and 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 enter into a Third Amendment to the Personal Services Contract with Willie B. Kennedy, a sole proprietorship, dba W. B. Kennedy & Associates, to extend the Contract term by six months for the period January 1, 2009 through June 30, 2009, and to increase the Contract amount by \$148,500, for an aggregate amount not to exceed \$823,500, to provide administrative support and outreach and information services to the Hunters Point Shipyard Citizens Advisory Committee, substantially in the form lodged with the Agency General Counsel.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

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