MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Tiffany Bohee, Executive Director

SUBJECT: Authorizing a Personal Services Contract with Willie B. Kennedy, a sole proprietorship, dba W.B. Kennedy & Associates, to manage the Agency’s Hunters Point Shipyard Site Office and to provide outreach and administrative support services to the Hunters Point Shipyard Citizens Advisory Committee and the successor agency for a term of 39 months, beginning April 1, 2013 and ending June 30, 2016, and a total contract amount not to exceed $847,042; Hunters Point Shipyard Redevelopment Project Area

EXECUTIVE SUMMARY

On November 13, 2012, the Successor Agency to the San Francisco Redevelopment Agency (“Agency”) issued a Request for Proposals (“RFP”) offering the opportunity to contract with the Agency to operate the Agency’s site office (“Site Office”) at the Hunters Point Shipyard (“Shipyard”) in accordance with the Agency’s Purchasing Policy. The Site Office is tasked with providing administrative support, information and outreach services (collectively “Support Services”) to the Agency, the Hunters Point Shipyard Citizens Advisory Committee (“CAC”) and the broader Bayview Hunters Point (“BVHP”) community.

By the submission deadline of December 17, 2012 the Agency had received two proposals for the Site Office Management RFP. A panel consisting of CAC members, a representative HPS Development Co., LP and CP Development Co., LP (together “Lennar”), the master developer of the Shipyard, and Agency staff reviewed the proposals and interviewed both applicants. After completing the evaluation the panel unanimously decided to recommend W.B. Kennedy & Associates, who is also the current Site Office operator, for a personal service contract to manage the Agency’s Hunters Point Shipyard Site Office and to provide outreach and administrative support services to the Hunters Point Shipyard Citizens Advisory Committee and the Agency. The CAC concurred with this endorsement at its February 11, 2012 meeting.

Entering into a contract with W.B. Kennedy & Associates is in furtherance of the following enforceable obligations: 1) the Phase 1 and Phase 2 Disposition and Development Agreements (“DDAs”) between Lennar and the Agency and 2) the Security Services Cooperative Agreement between the United States Navy and the Agency. All payments associated with this Contract are reimbursable by the Shipyard’s master developer and are included on the Agency’s Recognized Obligation Payment Schedule (“ROPS”).

Staff recommends authorization of a personal services contract with W.B. Kennedy & Associates for a 39 month term for a total Contract amount not to exceed $847,042 to operate the Agency’s Shipyard Site Office and to provide Support Services to the CAC and the Agency.
DISCUSSION

Background

In 1991, the United States Congress designated the Shipyard for formal closure under the federal Defense Base Closure and Realignment Act ("BRAC") and authorized the United States Department of the Navy (the "Navy") to transfer the Shipyard in phases over time, upon environmental remediation, to the Agency at no cost. In 1995, a CAC was formed consisting of 29 members appointed by the Mayor, representing residents of BVHP, tenants or businesses operating at the Shipyard, and members of the public with various technical expertise, to advise the Agency on the conversion of the Shipyard to civilian use and its subsequent development.

Since 1996, the Agency has operated the Site Office at the Shipyard, which has been managed by a consultant who is required to provide Support Services to the CAC and the Agency and to disseminate information about the Agency’s redevelopment efforts at the Shipyard to the BVHP community and the broader public. Additionally, the Site Office assists with property management functions, such as overseeing the Agency’s program to provide security badges to visitors to the Shipyard.

Request for Proposals Issuance

In accordance with the Agency’s Purchasing Policy, staff issued an RFP on November 13, 2012, seeking responses from qualified consultants to perform Support Services for the CAC and the Agency. Prior to issuing the RFP staff presented a proposed scope of work to the CAC on October 15, 2012. The RFP was posted on the Agency’s website and on the City’s “Bids and Contracts” website and was also advertised in the San Francisco Examiner and San Francisco Bayview.

On November 28, 2012, staff hosted a pre-submittal meeting for prospective bidders for this RFP. Staff provided an overview of the history and recent redevelopment activities on the Shipyard. Furthermore, staff described the role and scope of work of the Site Office consultant. The meeting concluded with a question and answer period. Six consultants were present at the pre-submittal meeting. One additional consultant did not attend the pre-submittal meeting but requested information and updates pertaining to the RFP.

Selection and Vendor Recommendation

The proposals were due by December 17, 2012. The Agency received two proposals in response to the RFP: one from W.B. Kennedy & Associates and another from Yolanda’s Construction Administration & Traffic Control. Agency staff confirmed both proposals’ completeness and responsiveness in accordance with the requirements of the RFP. Subsequently, a panel consisting of CAC members, a Lennar representative and Agency staff reviewed the proposals and interviewed both applicants.

After evaluating and comparing the applicants’ proposed work programs, staffing lists, budgets, professional experience, familiarity with the Bayview Hunters Point community, and their reference letters, the panel unanimously decided to recommend W.B. Kennedy & Associates as a
contractor to operate the Site Office. W.B. Kennedy & Associates, who is also the current operator of the Agency’s Shipyard Site Office, consistently scored higher in all sections of the written proposal and in the oral interviews. W.B. Kennedy & Associates submitted a strong proposal that demonstrated ample and relevant experience, as well as a management team that is familiar with the Shipyard and the BVHP community and has a track record of performing high quality services. Furthermore W.B. Kennedy’s budget was more competitive than the budget submitted as part of the other applicant’s proposal.

Agency staff presented the results of the solicitation process to the CAC at its meeting on February 11, 2013. The CAC endorsed Agency staff’s recommendation.

**W.B. Kennedy & Associates**

Ms. Willie B. Kennedy, the principal of W.B. Kennedy & Associates, has been a principal or co-principal of each of the Agency’s Site Office contractors at the Shipyard since 1996. During that period, Ms. Kennedy has developed a good rapport with the BVHP community and various community organizations, as well as a supportive network of community leaders. Additionally, all of the members of W.B. Kennedy & Associates’ team also have previous experience at the Shipyard Site Office, providing administrative support to the Shipyard CAC and disseminating information about the redevelopment of the Shipyard to the broader BVHP community.

W.B. Kennedy & Associates’ last contract with the Agency was initially authorized by the Agency Commission in 2009. The contract expired in June 2012, at a time when the Agency’s contracting authority was uncertain due to the dissolution of redevelopment agencies in California. As a result, Lennar agreed to temporarily enter into a direct contractual agreement with the Site Office contractor until an RFP process could be carried out.

W.B. Kennedy & Associates is a certified San Francisco Local and Economically Disadvantaged Business Enterprise (“LBE”) through the City and County of San Francisco Office of the City Administrator. W.B. Kennedy & Associates is also a minority and woman-owned business located in the Bayview Project Areas. The Small Business Enterprise (“SBE”) Policy states that Agency will accept those certifications that are consistent with the SBE Policy. W.B. Kennedy & Associates meet the SBE certification criteria and their 3-year average gross receipts total is under the certification threshold of $2 million for professional services consultants.

**Contract Scope, Term and Costs**

**Scope of Services**

The scope of the Personal Services Contract with W.B. Kennedy & Associates (the “Contract”) requires the Contractor to provide services in the areas summarized below, and is attached as Attachment A: Scope of Services:

- **Project Area Services:** providing security badges, giving Shipyard tours, etc
- **Administrative Support Services:** providing administrative and clerical support to the CAC, securing services and goods for CAC meetings and activities, and staffing of the Site Office
- **Outreach Services:** assisting Agency staff with disseminating information to the community, developing an outreach process to maximize community participation in
CAC meetings, maintain database of stakeholder contact information, and maintenance of a CAC website
- **Reporting**: provide monthly and annual reports summarizing activities
- **Operations Manual**: maintain an operations manual for the Site Office

**Term & Cost**

The effective date of the Contract is April 1, 2013. In order to better align payments with the Agency’s July 1st through June 30th fiscal year, the Contract has a 39 month term so that the contract term will expire at the end of the fiscal year ending June 30, 2016. The annual amount of the first year of the Contract, beginning on April 1, 2013 is $257,480, and the same rate of compensation will be used for an additional three months until June 30, 2014. Year 2 of the Contract will begin on July 1, 2014, and the annual amount will be increased by a 2% cost of living adjustment, for an amount not to exceed $261,696. An additional 2% increase will take effect at the start of Year 3 of the Contract on July 1, 2015, for an amount not to exceed $265,996. The total Contract amount is not to exceed $847,042. The Contract will be funded as a project cost under the Phase 1 and Phase 2 DDAs with Lennar, i.e. the Agency will make payments to the Contractor for which Lennar will reimburse the Agency. For a detailed breakdown of the term and budget, please see Attachment #1- B: Budget and Payment Schedule.

**Enforceable Obligation**

Under the Redevelopment Dissolution Law Successor Agencies only have the authority to enter into new contracts in compliance with enforceable obligation that existed prior to June 28, 2011 and in accordance with Health and Safety Code 341773 (a). The Agency has determined that the proposed Personal Services Contract complies with an existing enforceable obligation, as follow:

1. The DDAs for Phases I and II of the Hunters Point Shipyard are enforceable obligations of the Agency, and on December 14, 2012 the State Department of Finance issued a Final & Conclusive Determination affirming these obligations. The DDAs govern the public-private partnership between the Agency and the Shipyard’s master developer. The DDAs require the Agency to approve certain land use and related decisions at public hearings before the Successor Agency Commission. To fulfill this obligation support services, including public outreach and administrative support services to the Shipyard’s Citizen Advisory Committee, are necessary.

2. The Security Services Cooperative Agreement between the United States Navy and the Agency is also an enforceable obligation and names the Agency as Caretaker for purposes of protecting facilities at the Shipyard and requires the Agency to provide security services which include Entry/Exit Gate Control as stipulated in Appendix 2, Section 2 of the aforementioned agreement. Such Gate Control services are to ensure that only authorized persons with an approved identification in the form of a HPS Badge are allowed to enter the base and include maintaining a badging and identification database program.

3. The Agency does not have the in-house resources to accomplish any of these activities on its own and therefore must hire contractors to maintain the Site Office and perform the tasks required in this Contract.
4. Payments associated with this Contract are reimbursable by the Shipyard’s master developer and are included on the Agency’s ROPS (ROPS III line 65.04) as authorized by the Oversight Board Resolution No. 11-2012 on August 27, 2012, and will continue to be shown on subsequent ROPS for the duration of the Contract.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Authorization of the 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 the provision of 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.

(Originated by Amabel Akwa-Asare, Assistant Project Manager, Hunters Point Shipyard)

Tiffany Bohee
Executive Director

Attachment A: Personal Services Contract with W.B. Kennedy & Associates (only attachments #1- A: Scope of Services and #1 – B: Budget and Payment Schedule included with this memo)

Attachment B: Excerpt from the W.B. Kennedy & Associates’ submitted proposal
ATTACHMENT A

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT ("Contract") is entered into as of April 1, 2013 by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (the "Agency"), and Willie B. Kennedy, a sole proprietorship, dba W.B. Kennedy & Associates ("W.B. Kennedy & Associates" or "Contractor").

RECITALS

A. In 1991, the United States Congress designated the Hunters Point Shipyards ("Shipyard") for formal closure under the federal Defense Base Closure and Realignment Act and authorized the United States Department of the Navy (the "Navy") to transfer the Shipyard, in phases over time and upon clean up, to the Agency at no cost. In 1995, the Hunters Point Shipyards Citizens Advisory Committee ("CAC") was formed consisting of 29 members appointed by the Mayor, representing residents of Bayview Hunters Point ("BVHP"), tenants or businesses operating at the Shipyard, and members of the public with various technical expertise, to advise the Agency on conversion of the Shipyard to civilian use and its subsequent development.

B. Following substantial public outreach and input by the CAC and the broader BVHP community, the Agency entered into agreements that would allow for the subsequent development of the Shipyard. In 2003 a Disposition and Development Agreement ("DDA") for Phase 1 of the Shipyard was executed with HPS Development Co., LP, which - in its current and amended form - outlines the development of the first 75 acres of land. The Conveyance Agreement with the Navy was executed in 2004 and sets forth the framework for the phased clean-up and transfer of the Shipyard from the Navy to the Agency. In 2010 a Phase 2 DDA was executed with CP Development Co., LP (together with HPS Development Co., LP "Shipyard Master Developer) establishing the development program for the remainder of the Shipyard.

C. In 1995, the Hunters Point Shipyards Citizens Advisory Committee (the "CAC") was formed to advise the Agency on conversion of the Shipyard to civilian use and its subsequent development. The CAC consists of 29 members appointed by the Mayor, representing residents of Bayview Hunters Point ("BVHP"), tenants or businesses operating at the Shipyard, and members of the public.

D. Since 1996, the Agency has operated a site office at the Shipyard, which has been managed by a consultant who is required to provide Support Services to the CAC and the Agency and to disseminating information about the Agency’s redevelopment efforts at the
Shipyard to the BVHP community and the broader public. Additionally, the Site Office assists with property management functions, such as overseeing the Agency’s security badging program.

E. On November 13, 2012, staff issued a Request for Proposal ("RFP") with a CAC approved scope of services, seeking responses from qualified consultants to manage the Shipyard site office.

F. On November 28, 2012, staff hosted a pre-submittal meeting for prospective bidders. At the meeting, which was attended by six consultants or consultant teams, staff provided an overview of the history and recent redevelopment activities on the Shipyard, described the role and scope of work of the site office consultant, and responded to questions.

G. The Agency received two proposals in response to the Site Office Management RFP, which were evaluated by a five person panel. The panel subsequently interviewed both applicants.

H. Following final deliberations, the panel recommended W.B. Kennedy & Associates to manage the Shipyard site office. The CAC concurred with this endorsement at its February 11, 2013 meeting.

I. Under the Redevelopment Dissolution Law Successor Agencies only have the authority to enter into new contracts in compliance with enforceable obligation that existed prior to June 28, 2011 and in accordance with Health and Safety Code 341773 (a). The Agency has determined that the proposed Personal Services Contract complies with existing enforceable obligation, as follow:

1. The DDAs for Phases I and II of the Hunters Point Shipyard are enforceable obligations of the Agency, and on December 14, 2012 the State Department of Finance issued a Final & Conclusive Determination affirming these obligations. The DDAs govern the public-private partnership between the Agency and the Shipyard’s master developer. The DDAs require the Agency to approve certain land use and related decisions at public hearings before the Successor Agency Commission. To fulfill this obligation support services, including public outreach and administrative support services to the Shipyard’s Citizen Advisory Committee, are necessary.

2. The Security Services Cooperative Agreement between the United States Navy and the Agency is also an enforceable obligation and names the Agency as Caretaker for purposes of protecting facilities at the Shipyard and requires the Agency to provide security services which include Entry/Exit Gate Control as stipulated in Appendix 2, Section 2 of the aforementioned agreement. Such Gate Control services are to ensure that only authorized persons with an approved identification in the form of a HPS Badge are allowed to enter the base and include maintaining a badging and identification database program.
3. The Agency does not have the in-house resources to accomplish any of these activities on its own and therefore must hire contractors to maintain the Site Office and perform the tasks required in this Contract.

4. Payments associated with this Contract are reimbursable by the Shipyard Master Developer and are included on the Agency’s Recognized Obligation Payment Schedule (“ROPS” III line 65.04) as authorized by the Oversight Board Resolution No. 11-2012 on August 27, 2012, and will continue to be shown on subsequent ROPS for the duration of the Contract.

J. In order to better align payments with the Agency’s July 1st to June 30th fiscal year, the contract is 39 month so that the contract will expire at the end of the fiscal year ending June 30, 2016.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on Attachment 1-A, “Scope of Services”.

2. TIME OF COMPLETION

The Contract shall begin on April 1, 2013 and end on June 30, 2016.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. “The maximum amount payable under this Contract is Eight Hundred Forty Seven Thousand Forty Two Dollars ($847,042.00). Payment shall be made according to the schedule and terms described on Attachment 1-B, “Budget and Payment Schedule”. All expenses of Contractor are included in the amounts payable pursuant to Attachment 1-B, “Budget and Payment Schedule”, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to the Agency. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor’s signature. Agency staff will review and approve these invoices for payment. The Agency’s ability to pay invoices within 45 days of receipt of an invoice is subject to the California State Department of Finance’s (“DOF”) authorization of such payment on the Agency’s ROPS. ROPS are submitted for approval every six months, 4 months prior to its effective date. Thus invoices that are submitted late and fall outside of a pre-approved ROPS period may be subject to up to a ten month wait period before they can be paid.
B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by Agency on behalf of Contractor. Agency will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor’s responsibility to pay all taxes required by law, including self-employment social security tax. Agency will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of Agency which exists solely for the benefit of Agency employees during the Contract Term.

4. NO PERSONAL LIABILITY

No member, official or employee of the Agency shall be liable personally to Contractor or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to Contractor or any successor or on any obligation under the terms of this Contract.

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of the Agency.

6. [Intentionally Omitted]

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be paid not less than the prevailing wage rate and shall be subject to the same hours and working conditions and shall receive the same benefits provided for similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provisions in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provisions; and Contractor also agrees that the limitations, if any, in these non-Federal labor standards provisions upon hours per day, per week, or per month which the employees engaged on the work covered by this Contract may be required to work thereon shall not be exceeded. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind,
nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor’s operation or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of the Agency. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers’ compensation requirements and all regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

(2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).

(3) Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

(1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation and Employer’s Liability: Workers’ Compensation limits as required by the State of California and Employer’s Liability limits of $1,000,000 per person and $1,000,000 per accident for bodily injury by disease. (Required only if Contractor has employees).

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The “Successor Agency to the San Francisco Redevelopment Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees” are to be covered as insureds as respects liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.

(2) For any claims related to this Contract, the Contractor’s insurance coverage must be primary insurance as respects to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents, and employees. Any insurance or self-insurance maintained by the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor’s insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.

(4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except
after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

F. Workers' Compensation and Employer's Liability Coverage. Insurer shall agree to waive all rights of subrogation against the “San Francisco Redevelopment Agency, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees” for losses arising from worked performed by Contractor or for the Agency.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by the Agency's Risk Manager.

H. Verification of Coverage. Contractor must furnish the Agency with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Agency. All certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

I. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

11. RECORDS, REPORTS AND AUDITS

A. Records

(1) Records shall be established and maintained in accordance with Agency requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by the Agency, such records shall be maintained for a period of four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.

(2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
B. Reports and Information

At such times and in such forms as the Agency, the City and County of San Francisco or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to the Agency or its designated representative such statements, records, reports, data and information as the Agency, the City and County of San Francisco or HUD may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as the Agency, the City and County of San Francisco or HUD, and/or the Comptroller General of the United States, if the Contract is funded with CDBG funds, may deem necessary, there shall be made available to the Agency or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit the Agency, the City and County of San Francisco, HUD and/or the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

12. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of the Agency who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for two years thereafter. The term “Contractor” also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this Section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Section.

13. CONTRACTOR’S DUTY OF LOYALTY

Contractor for itself and subcontractors, if any, agrees to abide by the Agency’s duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the Agency’s Personnel Policy and which states in part the following: “Unless approved in advance in writing by the Agency, no present or former employee, Commissioner or consultant of the Agency shall knowingly act for anyone other than the Agency in connection with any particular matter in which the Agency is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an Agency employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or
Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115.”

14. **LIMITATIONS ON CONTRIBUTIONS**

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Agency for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Contractor agrees to provide to the Agency the names of each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is not sponsored or controlled by Contractor.

15. **CONFIDENTIALITY/PROPERTY OF AGENCY**

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor’s opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the Agency. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of the Agency.

16. **COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE**

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the
total cost for work performed for a local agency by nonemployees of such agency exceeds
$5,000.00, any document or written report prepared in whole or in part by nonemployees for
such agency shall contain, in a separate section, the numbers and dollar amount of all contracts
and subcontracts relating to the preparation of such document or written report.

17. NONDISCRIMINATION AND EQUAL BENEFITS

A. There shall be no discrimination against or segregation of any person, or group of
persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender
identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or
AIDS status) in the performance of this Contract. Contractor will ensure that applicants are
employed, and that employees are treated during employment, without regard to their race, color,
religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner
status, sexual orientation or disability (including HIV or AIDS status) or other protected class
status. Such action shall include, but not be limited to the following: employment, upgrading,
demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
or other forms of compensation; selection for training, including apprenticeship; and provision of
any services or accommodations to clients or the general public.

B. Contractor will, in all solicitations or advertisements for employees placed by it or
on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts
for any work covered by this Contract so that such provisions will be binding upon each
subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts
for standard commercial supplies or raw materials.

D. Contractor agrees not to discriminate in the provision of benefits between
employees with domestic partners and employees with spouses, and/or between the domestic
partners and spouses of such employees, and shall comply fully with all provisions of the
175-97, as such Policy may be amended from time to time.

E. Contractor shall provide all services to the public under this Contract in facilities
that are accessible to persons with disabilities as required by state and federal law and execute
Attachment 2 “Nondiscrimination in Contracts and Benefits Form”.

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

The Agency implements a Small Business Enterprises Program which provides
consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San
Francisco-based SBEs (outside an Agency Project or Survey Area), and 3) All other SBEs. Non
San Francisco-based SBEs should be used to satisfy participation goals only if Project Area
SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are
significantly higher than those of non San Francisco-based SBEs.
The Applicant must make good faith efforts to achieve the goals of the Small Business Enterprise Program which is 50% participation for professional and personal services.

As of March 30, 2012, the Agency no longer directly certifies SBEs but instead relies on the information provided in other public entities’ business certifications to establish eligibility for the Agency programs. For information regarding other certification business units, please visit the following websites:


For any questions, please contact George Bridges of the Agency’s Contact Compliance Division at George.Bridges@sfgov.org

19. COMPLIANCE WITH MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICY

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of the Agency’s Minimum Compensation Policy and Health Care Accountability Policy (the “Policies”), adopted by Agency Resolution 168-2001, as such policies may be amended from time to time (See Attachment 3 “Minimum Compensation Policy” and Attachment 4 “Health Care Accountability Policy”). Such compliance includes providing all “Covered Employees,” as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco’s Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco’s Director of Health.

20. TERMINATION

The Agency may terminate this Contract at any time without cause upon written Notice of Termination to the Contractor; provided, however, that in the event of such termination, the Agency shall compensate the Contractor for work completed to the satisfaction of the Agency as of the date of such notice or the date of termination specified in and directed by such notice.
21. MISCELLANEOUS PROVISIONS

A. Notices

All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to the Agency: San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Executive Director

If to Contractor: Willie B. Kennedy
P.O. Box 882403
San Francisco, CA 94188

or to such other addresses as the parties may designate by notice as set forth above.

B. Time of Performance

(1) Time is of the essence in the performance of all the terms and conditions of this Contract.

(2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.

(2) A performance or cure date which otherwise would be a Saturday, Sunday or Agency holiday shall be extended to the next Agency working day.

C. Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Agency and the Contractor. Where the term “Contractor” or “Agency” is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that the Agency shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where Agency approval of a successor or assign is required by this Contract.

D. Modification, Waiver and Amendment

Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both the Agency and Contractor.
E. **Entire Contract**

This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and the Agency affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and the Agency with respect to the subject matter hereof.

F. **Severability**

If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

G. **Governing Law**

This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

H. **Headings**

Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

I. **Attorneys' Fees**

In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys’ fees and costs.

J. **Authority**

The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

K. **Designated Representative**

The initial designated representative for the Agency for this Contract is Amabel Akwa-Asare. The initial Contractor designated representative for this Contract is Willie B. Kennedy.
IN WITNESS WHEREOF the Agency and Contractor have executed this Contract as of the date first above written.

WILLIE B. KENNEDY, a sole proprietorship

By: ____________________________
    Willie B. Kennedy
    Principal, W.B. Kennedy & Associates
    Federal Tax Identification No. 20-3672929

SUCCESSION AGENCY TO THE
REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

By: ____________________________
    Leo Levenson
    Deputy Executive Director
    Finance and Administration

APPROVED AS TO FORM:

By: ____________________________
    Charles Sullivan
    City and County of San Francisco
    Office of the City Attorney

Authorized by Resolution No. __________ adopted ________________________
ATTACHMENTS

Attachment #1-A: Scope of Services
Attachment #1-B: Budget and Payment Schedule
Attachment #2: Nondiscrimination in Contracts and Benefits Form
Attachment #3: Minimum Compensation Policy
Attachment #4: Health Care Accountability Policy
Attachment #5: Small Business Enterprise Program
ATTACHMENT 1-A: Scope of Services

Contractor will provide services to the Agency for project area services, site office management, employment and business referrals for the Shipyard, and administrative services to the CAC and the Agency. Additionally, the Contractor will provide outreach assistance to Agency staff and the CAC in the implementation of the Phase 1 and Phase 2 development of the Shipyard.

Under the direction of Agency staff, Contractor will perform the following services:

1. **Project Area Services:** The Contractor will provide site office management and property management assistance:
   a) Oversee the security badging program for the Shipyard, which includes coordinating with the Agency's security vendor to provide security badges to individuals seeking to gain access to restricted areas of the Shipyard.
   b) Assist with site and building tours.
   c) Assist in the management of the operation of HPS Sustainability Center, including managing the reservation system.

2. **Administrative Support Services:** The Contractor will provide administrative and clerical support for the CAC including the following tasks:
   a) Plan and schedule meetings in consultation with Agency staff, the Chair (or designee) and subcommittee chairs of the CAC.
   b) Contact Agency staff, the Chair (or designee) and subcommittee chairs of the CAC for changes to standard dates, new dates and alterations to the agendas prior to the compilation of the calendar and mailing.
   c) Create and maintain a monthly public calendar of meeting dates, which shall be distributed at least 72 hours prior to the first day of each month.
   d) Mail the agenda for the each meeting no less than seven (7) days in advance of any meeting date. Update and distribute all calendars and agendas as necessary and in accordance with the Brown Act.
   e) Staff CAC meetings and provide administrative and meeting management support. Staff meetings of the Legacy Foundation for Bayview Hunters Point and provide meeting management support.
   f) Provide minutes of each meeting no less than seven (7) days before the next meeting.
   g) Provide support services at up to four (4) workshops per year sponsored by the CAC, the Agency and Lennar, upon request. If requested, the Contractor will be responsible for providing the CAC with workshop notes. A 30-day turnaround for workshop minutes will be required. Notes must be available earlier if there is a relevant follow-up workshop.
   h) Have a working knowledge of all relevant documents associated with the CAC's work at the Shipyard, including: a) the Hunters Point Shipyard Redevelopment Plan; b) the Navy Conveyance Agreement; and c) the Phase 1 and 2 Development and Disposition Agreements (“Phase 1 and 2 DDAs”) between the Agency and Lennar and ancillary documents such as the Community Benefits Agreement.
   i) Follow Agency policies and procedures and working with the Agency's Project Management staff, solicit bids for services and goods required for CAC activities and meetings. These services and goods will include, but are not be limited to procurement of office supplies, postage, and phone service, refreshments for
meetings, audio-visual services and the maintenance and repair of office equipment.

j) Staff and operate the Agency's Shipyards site office Monday through Friday from 8:00 a.m. to 5:00 p.m. ("Normal Business Hours"). Any change to the Normal Business Hours requires prior approval of Agency staff.

k) Establish and maintain document storage and tracking systems (including paper files, electronic databases, and related media systems) of CAC documents to ensure that they are readily available and in compliance with the Agency's policies.

3. **Outreach Services:** The Contractor will provide the following services:

a) Work with Agency staff and the CAC to develop strategy, goals and objectives for disseminating information through community meetings, and as otherwise needed to update community organizations, residents and community leaders about the status of Shipyards redevelopment.

b) Develop an outreach process to ensure that the opportunity for community participation in CAC meetings is maximized for BVHP Area residents, homeowners, community organizations, and businesses.

c) Develop and maintain relationships with BVHP Area tenants, citizens groups and public and private organizations to further the goals of the Hunters Point Shipyards Redevelopment Plan and the Phase 1 and 2 DDA’s.

d) Create and maintain a comprehensive database of residents, homeowners, community organizations, and businesses within the “BVHP Area” as defined in the Phase 1 Disposition and Development Agreement (i.e., the portions of Supervisorial District 10 in 94124, 94134, and 94107 zip code areas).

e) Update and expand the CAC’s mailing list to include residents, community-based organizations, businesses, property owners in the BVHP Area.

f) Prepare and distribute information for existing residents, non-profit organizations and businesses on the community benefits Lennar is obligated to provide under the Phase 1 and 2 DDAs.

g) Schedule meetings and make presentations to the residents of the BVHP Area and the general public regarding the development issues and the employment opportunities that exist at the Shipyards.

h) Schedule and conduct site tours of the Shipyards and surrounding BVHP Area for prospective developers, tenants and the general public, including nonprofit organizations and businesses upon request from Agency staff.

i) Serve as a point of contact for information requests regarding the Shipyards. Respond to telephone, U.S. mail, electronic mail and walk-in inquiries in accordance with the Agency’s Public Records Policy. Document and perform follow-up on such inquiries, as appropriate. Direct the general public to appropriate Agency representatives, CAC officers, developer representatives and consultants.

j) Maintain a website with relevant documents and information. Coordinate with Agency staff regarding updates and content for the website. Coordinate with Agency staff to upload CAC related documents and information to other websites, such as the Agency website.

k) Use multiple media (mail, email, website, and social media, etc.) to optimize dissemination of information.
4. **Reporting Requirements:** The Contractor will provide the following:
   a) Monthly written reports (in form requested by the Agency) of all activities and contacts, and other reports to the Agency on an as needed basis.
   b) A detailed annual report summarizing all activities that have taken place during the preceding fiscal year. Include in the annual report the agendas, minutes, and flyers for all meetings managed by the Contractor both in paper and in electronic form.

5. **Operations Manual.**
The Contractor shall maintain an operations manual for the Agency's site office at the Shipyard. The Contractor shall consult with Agency staff to determine the specific contents of the operations manual; however, in general, the operations manual shall provide detailed instructions on all administrative, clerical, operational and technical (including the operation and maintenance of all office equipment) tasks performed by the Contractor: (i) at the Agency's Shipyard site office, (ii) in connection with the CAC meetings, or (iii) any other task set for under the Scope of Services.
## W.B. Kennedy Proposed Budget Years 1 through 3

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<thead>
<tr>
<th>Expenses (estimated):</th>
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<td>04/14-06/14</td>
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<td>1) Willie B. Kennedy</td>
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### Community Outreach & Public Participation

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<td>9) Sustainability Bldg. Facility Management</td>
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### Direct Cost

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### Contingency*

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<td>14) Contingency*</td>
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**Total Proposed Expenses**

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<td>39 month Contract Total:</td>
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<td><strong>261,696.00</strong></td>
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*3,500 of Year 1 contingency will be used for equipment updates

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**Note:**

- Monthly average: **21,719**
Attachment B: Excerpt from submitted proposal

Narrative:

i. General description of relevant experience and professional qualifications.
ii. Familiarity with the Hunters Point Shipyard area as well as the BVHP area and track record in the BVHP community.
iii. Experience working with public sector clients and knowledge of applicable laws and regulations.
I currently oversee all aspects of the Successor Agency to the San Francisco Redevelopment Agency’s Hunters Point Shipyard Site Office, day to day operations, and support to the CAC & outreach services. I have been privileged to have been selected to do so for the past 16 years giving me an unparalleled amount of expertise and experience as related specifically to this request for proposal. I have worked over 25,000 hours supporting the HPS CAC and hosted over 1100 community meetings & workshops directly or indirectly through my company.

My professional qualifications are as follows; I was appointed to the San Francisco Board of Supervisors by former Mayor and current United States Senator Dianne Feinstein in March 1981, and served on the Board of Supervisors until May 1996. I first completed the un-expired term of the late Supervisor Ella Hill Hutch and was subsequently elected for three terms, 1984, 1988 and 1992. I have served as the President of the San Francisco Transportation Authority, and have served on the boards of the Association of Bay Area Governments (ABAG), the Bay Conservation and Development Commission (BCDC), the Golden Gate Bridge, Highway and Transportation District, both the California and National Associations of Counties and the California and National Leagues of Cities, giving me a wealth of knowledge and expertise in state and local government policies and practices.

I was a past commissioner of both the San Francisco Human Rights Commission and the San Francisco Redevelopment Agency. I served as chairperson of the Economic and Social Policy Committee of the Board of Supervisors and on that body’s Select Committee on Base Closure, where I was a stern advocate for the redevelopment of the Hunters Point Shipyard.

I was appointed to the vacant District Seven seat on the Board of Directors of the San Francisco Bay Area Rapid Transit District (BART), on August 8, 1996. District seven is the only BART District to bridge the Bay including portions of San Francisco, Oakland, Emeryville, Berkeley, El Cerrito and Richmond. I was also a past President of the BART Board of Directors and served on the Boards Administration Committee, the Engineering and Operations Committee, the Public Affairs, Access, and Legislation Committees, providing me with a greater knowledge of transportation planning aspects.

I’ve served as an active member of the International Ladies Garment Workers Union and the Retail Clerks Union. I also served and participated in many community organizations. I am a past member of auxiliary of the Mental Health Agency, the Youth Guidance Center and volunteer auxiliary of UC Hospital. A former member of the African American Agenda Council, the Black Chamber of Commerce, and the Black Public Officials. A former Section President and National Vice-President of the National Council of Negro Women. As well as serving as a member of the Chinese American Democratic Club and a past member of the Board of Directors of the Council of Churches. I was a former member of the Black American Political Action Committee and served on the Board of the United Way, which has given me a better understanding of the individuals living and working in the project area.

I currently serve on the Board of Directors of the Bayview Hunters Point Southeast Facilities Commission. The Bayview Hunters Point Multipurpose Senior Services, a past member of the Southeast Neighborhood Jobs Initiative Roundtable, the Chair of the Board of Directors of the Gamma Phi Delta Foundation, a past National President of the Gamma Phi Delta Sorority, Inc. I’ve also served as a member of the San Francisco 49er’s Citizens Advisory Panel (CAP) were I fought for the proposed new stadium at the Hunters Point/Candlestick Point integrated project.

I have selected a staff of subcontractors who also have years of experience directly serving in the capacity listed in the scope of service and have tailored their work to serve the HPS CAC, City Representatives, the Developer and the Bayview Hunters Point Community & who’s professional qualifications have proven to be great assets in fulfilling the required tasks.
I am very familiar with the Bayview Hunters Point Shipyard Area, residents, business owners and a multitude of individuals and organizations that have a shared interest in the Bayview community. I have served the Bayview Hunters Point community for more than thirty years in various capacities. I have worked in the community as a San Francisco County Supervisor for the Bayview Hunters Point district for fifteen years & lived in the community over eight years and I proudly serve on several Boards and Commissions, the Bayview Opera House Board, the Bayview Multi-Purpose Senior Service Center Board and the Bayview So. East Community Facilities Commission. I have been blessed to have been able to move back to Bayview where I’ve lived for over six months, enabling me more time to further serve the Bayview community.

I have worked at the Hunters Point Shipyard since 1996, first under the Transition Development Corporation, and as a sole source contractor, and as the proprietor of the W.B. Kennedy and Associates, and have had an office located in the Bayview for many years. I was involved in all of the meetings of the adoption of the original DDA, the Shipyard Redevelopment Plan, and have attended almost every subsequent Full CAC, Subcommittee meeting and related workshops totaling over one thousand. I have assisted the Mayor’s Hunters Point Shipyard Citizens Advisory Committee, Redevelopment Agency Representatives, Developer Representatives, and Community members in administration and outreach efforts for many years and have made it my mission in life to give back what I can to the underserved community of the Bayview Hunters Point Area.

Through my time serving the Bayview community I have been able to assist those after me by offering advice when requested and knowledge based on my experience. I find it an honor to be able to inform those about the project and various other topics related to the project area, for example a young woman seeking advice and endorsement for a political office met with me repeatedly over a two year period of which I proudly gave after several consultations, to my pleasure she was elected as S.F. District 10 Supervisor. Many Bayview residents and organization representatives have sought information and advice from me through the years and I never hesitate to share what advice & knowledge I have with them and feel blessed to be able to do so.

The staff working with me, both have an extensive familiarity and great track record in the Bayview Hunters Point community as well. Both residents and HRC LBE certified business owners in the Bayview giving back and volunteering their time and energy to the Hunters Point Community.

Brigette R. Leblanc has worked on contract since 2006. She was raised in Bayview Hunters Point and has family who are property owners and stake holders in the Community. Her track record in Bayview Hunters Point is extensive. She serves as a Commissioner for the Bayview Southeast East Community Facility Commission, while also volunteering as an adjudicator for the S.F. District Attorney’s Office Bayview Hunters Point Community Court and several other Community Based organizations. She has planned a multitude of events in the Bayview Hunters Point area as well as outreach campaigns. Brigette also teaches political awareness classes through Ignite CA as an instructor while working with youth to seniors in the community, from grassroots to the private sector. She has been a key note speaker at YCD graduations, and is a proud stakeholder and advocate for Bayview Hunters Point community.

Micah J. Fobbs has worked on contract since 2005 living & working in Bayview Hunters Point in excess of twenty years combined. His familiarity and track record is known and held in high regard from CBO’s and residents such as the YMCA, So. East Community Facility, Bay View Opera House, Bayview Renaissance Center, APRI, Alice Griffith Homes, District Attorney’s Office Bayview Community Court, and many other organizations, businesses and a plethora of residents.

I feel we have served the BVHP community with honor, integrity and honesty. I believe that we have an excellent track record in the BVHP community as residents, business owners, and community advocates.
While I have not worked with an extensive list of public sector clients I have worked extensively with one public sector client and an array of public sector employees and representatives over a sixteen year period. I'd like to believe that my track record, work ethic and experience has enabled me to have been successful with the one public sector client I have worked for these many years. We have devoted our time attempting to provide our client with the best service we can offer and have refrained from acquiring multiple clients, believing quality over quantity is a better approach for us and who we serve.

I have been privileged to work with over five project managers on the current Shipyard redevelopment project and an equal number of assistant project managers and numerous Agency staff. My staff and I have worked very well with all former and current Agency Staff, Administration and Executives. We have also worked with an abundance of San Francisco City and public sector departments representatives & department representatives, from current & former Mayor’s, Supervisors, Department heads in dealing with the current project and other capacities such as the U.S. Navy, Environmental Protection Agency (EPA), Department of Public Health (DPH), Mayor’s office of Housing, Mayor’s Office of Economic & Workforce Development, Housing & Urban Development (HUD), S.F. Housing Authority, S.F. Planning Department, S.F. transportation Authority and many other public sector department representatives.

My staff and I are well versed in the applicable laws and regulations related to the scope of work and redevelopment project, and attempt to maintain an updated understanding of pertinent laws & regulations, from the Brown Act, to the Sunshine Ordinance, to the S.F. Redevelopment Agencies policies and procedures to the S.F. City & County, State & Federal ordinances and laws pertinent to the scope and project in general. While not experts in all laws we have a basic understanding of the requirements needed to fulfill the Public Information and Public Records Act to make certain the HPS CAC and we are in compliance with each. What we are not certain of or come in question of, we have the means and capability to research and or seek advice to find out.