AGENDA ITEM NO. 6.f

REPORT TO MAYOR AND CITY COUNCIL
SITTING AS THE LOCAL REUSE AUTHORITY

TO THE HONORABLE MAYOR AND COUNCIL
SITTING AS THE LOCAL REUSE AUTHORITY:

DATE: July 8, 2014

SUBJECT: APPROVAL OF AN AMENDMENT TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $90,000 WITH GARRITY AND KNISELY FOR CONCORD COMMUNITY REUSE PROJECT LEGAL SERVICES. FUNDING WILL BE PROVIDED BY A LOAN TO THE LOCAL REUSE AUTHORITY (LRA) FROM THE GENERAL FUND. TOTAL FUNDING SINCE 2007 IS $470,000.

Report in Brief

A Master Services Agreement was put in place on September 25, 2007 with the law firm of Garrity and Knisely in support of the Local Reuse Authority (LRA). Mr. David Knisely has provided a variety of highly specialized legal services to the LRA over the last eight years on issues around the homeless accommodation, remedial proposals from the Department of Navy (DON), site disposition and adoption of the Reuse Plan. Staff recommends that the contract be amended in the amount of $90,000 for continued support of the Concord Reuse Project with a focus on disposition transfer documents. Funding will be provided through a loan to the LRA from the General Fund that was approved and appropriated as part of the adoption of the FY 2014/2015 budget. The loan will be repaid, with interest, from land sales or leases within the former Concord Naval Weapons Station (CNWS). The agreement will cover a performance period of July 1, 2014 to June 30, 2015. Total funding since 2007 including this amendment, is $470,000. Previous funding support came from the Concord Redevelopment Agency ($250,000) and an initial loan (also to be repaid) from the General Fund of $130,000.

Background

David Knisely of the law firm Garrity and Knisely has provided specialized legal and advisory services relative to the closure and reuse of the Concord Naval Weapons Station (CNWS) since the fall of 2004. His support and guidance to the LRA on Base Realignment and Closure (BRAC) related policy and guidance has been instrumental in achieving an adopted reuse plan and developing successful solutions to various issues associated with the homeless accommodation, remediation clean up levels and property disposition.

Discussion

The City Attorney and the Executive Director of the LRA recommend that the LRA authorize the City Attorney to execute a $90,000 amendment to the Master Agreement with Garrity and Knisely. This agreement will continue David Knisely's services related to the full range of LRA BRAC activities. Among these activities will be Navy and environmental regulatory meetings; federal disposition strategies, and environmental remediation processing.

Summary tasking is shown below:

- Assist the City staff and Council in communications with the DON and the Department of Defense (DOD).

- Provide City staff support in property disposition and environmental cleanup review processes under base closure law and environmental cleanup laws in anticipation of the initiation of disposition and environmental cleanup negotiations with the DON, Environmental Protection Agency (EPA) and the California Department of Toxic and Substance Control (DTSC).

- Assist in the maintenance of relationships and communications with Congressional Delegation staff, including meetings and the provision of background memos and information to Congressional Delegation staff.

- Provide City staff and Council with detailed analysis of property disposition methods, including discussion of advantages and disadvantages of each method, and guidance as to how to structure ongoing negotiations with the Navy.

Fiscal Impact

The City Attorney is requesting the LRA approve an amendment to the Master Professional Services Agreement in an amount not to exceed $90,000, with additional authority for the City Attorney to approve amendments for additional compensation not to exceed $20,000, during the twelve (12) month performance period. Funding will be provided as a loan from the City's General Fund to the Local Reuse Authority (LRA). The loan was approved and appropriated as part of the adoption of the FY 2014/2015 budget. The LRA will repay both this loan and a previous loan, with interest, through land sales or leases within the former CNWS. The performance period will run from July 1, 2014 to June 30, 2015. Previous funding support came from the Concord Redevelopment Agency ($250,000) and a previous loan ($130,000) from the General Fund.

Public Contact

Notice of this meeting has been posted.

Recommendation for Action

Staff recommends the Local Reuse Authority approve the amendment to the Master Agreement for professional services with Garrity and Knisely in the amount of $90,000 and authorize the City Attorney to execute the agreement on behalf of the City.

Mark S. Coon
City Attorney
mark.coon@cityofconcord.org

Prepared by: Michael W. Wright
Executive Director,
Local Reuse Authority
michael.wright@cityofconcord.org

Attachment 1 - Amendment with Garrity & Knisely

Intentionally left blank

Attachment 1

SEVENTH AMENDMENT TO AGREEMENT FOR LEGAL SERVICES RELATING TO THE CONCORD REUSE PROJECT

This Amendment to the Agreement is entered into on July 1, 2014 ("EFFECTIVE DATE") by and between the CITY OF CONCORD, a municipal corporation, ("CITY") and Garrity and Knisely ("ATTORNEY") and is the seventh amendment to an Agreement for Legal Services dated September 25, 2007 referenced as the City's document No. CCA-4861.

WHEREAS, the CITY and ATTORNEY entered into an agreement dated September 25, 2007, in the amount of $150,000, for services to assist the Local Reuse Authority in connection with LRA BRAC activities for the Concord Naval Weapons Station; and

WHEREAS, the Agreement has been amended on December 2, 2008, extending the term ending date by twelve months; and

WHEREAS, the Agreement has been amended on December 3, 2009, extending the term ending date by eighteen months; and

WHEREAS, the Agreement has been amended on June 7, 2011, adding an additional $100,000 for a total amount not to exceed $250,000, and extending the term ending date by twelve months; and

WHEREAS, the Agreement has been amended on December 7, 2012, extending the term ending date by eighteen months to June 7, 2014; and

WHEREAS, the Agreement has been amended on February 26, 2013, adding an additional $40,000 for a total amount not to exceed $290,000, and confirming the term ending date of June 7, 2014; and

WHEREAS, the Agreement has been amended on July 23, 2013, adding an additional $90,000 for a total amount not to exceed $380,000, and extending the term ending date to June 30, 2015; and

WHEREAS, the parties hereto desire to amend the agreement to extend the term and provide for additional compensation therefore.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

Section 1. Section 5, COMPENSATION, is hereby amended to read as follows:

SECTION 5 - COMPENSATION

5. COMPENSATION

With this seventh amendment to the original agreement of September 25, 2007, the ATTORNEY shall be compensated in the additional amount of $90,000 for a total amount

not to exceed **$470,000** for services rendered, as more particularly described in Exhibit A of the original agreement, in accordance with the terms and conditions included therein.

ATTORNEY may submit monthly statements for services rendered. It is intended that payments to ATTORNEY will be made by CITY within thirty (30) days of receipt of invoice.

Section 2. Section 6, TERM, is amended to read as follows:

SECTION 6 - TERM

6. TERM

The term of this Agreement, as amended, shall be from July 1, 2014 to June 30, 2015 unless earlier terminated in accordance with the terms of the Agreement.

Except as expressly amended herein all terms and conditions of the Agreement dated September 25, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement the day and year written above.

CONSULTANT

_____ By: _____
Dated David Knisely
Partner

CITY OF CONCORD

_____ By: _____
Dated Michael W. Wright
Executive Director
Local Reuse Authority

APPROVED AS TO FORM:

ATTEST:

_____
City Attorney

_____
City Clerk