

AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of March 11, 2026

Subject: Resolution, Pending the Approval of Civil Service Commission to Provide Additional Contract Capacity, Authorizing the Treasure Island Director (“Director”) to Amend the Agreement between the Treasure Island Development Authority (the “Authority”) and Harris and Associates, Inc. (“Contractor”) for Community Facility District (“CFD”) and Infrastructure and Revitalization Financing District Financial (“IRFD”) Audit Services for the Treasure Island/Yerba Buena Island Development Project (the “Project”), to Increase the Agreement Amount by \$1,200,000 and Amend the Expiration Date to July 15, 2027.

Contact: Wei Zhang, Treasure Island Infrastructure Manager

Review: Jamie Querubin, Acting Treasure Island Director

Summary

TIDA staff recommends to the Authority Board to authorize the Director to enter a fourth amendment (“Fourth Amendment”) to the agreement between the Authority and Harris and Associates, Inc. (“Original Agreement”), pending City’s Civil Service Commission (“CSC”) approval, to increase the contract amount by \$1,200,000, bring the total contract amount to \$3,449,000 and amend the expiration date of the agreement to July 15, 2027 to match the term date of the current CSC approval in PSC#49736-16/17.

Background

On May 3, 2017, the Authority issued a Request for Proposal (“RFP”) for as needed professional audit and financial services in support of reviewing and processing the master developer’s construction reimbursement requests related to the CFD and IRFD, pursuant to the DDA Financing Plan’s Acquisition and Reimbursement Agreement. Harris and Associates, Inc. (“Contractor”) was selected as the highest qualified scorer pursuant to the RFP. The RFP stated TIDA’s intention to award a professional service agreement with a 3-year term and two (2) optional extension, each extension of a 3-year, with a contract amount of \$1,500,000 for each 3-year term, for a total maximum contract amount of \$4,500,000.

On August 1, 2017, the CSC and the Department of Human Services (DHR) approved the personal service contract (PSC) PSC#49736-16/17 for TIDA to enter a service contract with third party provider for financial and audit services related to CFD and IRFD.

On April 11, 2018, the Authority entered into the Original Agreement with the Contractor for the services for an amount not to exceed \$975,000. The term of the Original Agreement expired on April 5, 2021.

On March 16, 2021, the Authority entered into a First Amendment to the Original Agreement by exercising the option to extend the terms of the Original Agreement for 3 years, with a new expiration date of April 5, 2024.

On April 12, 2024, the Authority received approval from DHR to modify the personal service contract, PSC#49736-16/17, increasing original approval by \$749,000 and extending the PSC duration by 3 years. Total cumulative amount authorized is \$2,249,000.

On May 24, 2024, the Authority entered into a Second Amendment to the Original Agreement by increasing the contract amount by \$749,000 and extending the contract terms by 3 years, with a new contract expiration date of April 5, 2027. The total contract amount in the executed agreement was amended to \$1,724,000.

On May 5, 2025, the Authority entered into a Third Amendment to the Original Agreement by increasing the contract amount by \$525,000, with the new cumulative total contract amount matching the total authorized in the PSC of \$2,249,000. The expiration date of the agreement remained unchanged, being April 5, 2027.

Contract Status

To date, four (4) task orders have been issued to the Contractor. The first task order was to compose a reimbursement manual that covers the procedures, process and timeline for the Treasure Island Community Development (the “Master Developer”) to submit materials for reimbursement and for the Authority and pertinent City agencies to review and approve the reimbursement submittal. The second and third task orders were both to review Master Developer’s reimbursement submittals and evidence of payments from Master Developer to its contractors and compiling reports and recommendations of payment. The fourth task order is to review the Master Developer’s reimbursement submittal related to Stage 2 and eligible for reimbursement by the City’s Certificates of Participation (“COPs”) bond proceeds.

To date, the Contractor has reviewed 12 developer CFD/IRFD reimbursement packages and compiled audit-ready reports for each reimbursement package and recommended City’s approval and reimbursement to the developer for a total of \$149,152,467.06. In addition, the Contractor has reviewed 12 developer Exhibit B budgetary submittals and 430 Change Orders for the Project. Exhibit B and Change Order reviews are all necessary intermediate steps to enable the Master Developer to submit a full reimbursement package for reimbursement by the CFD and/or IRFD.

To date, the Contract has reviewed 10 COPs reimbursement packages and compiled audit-ready reports for each package and recommended City’s approval and reimbursement to the development to the developer for a total of \$15,045,178.91.

As of January 2026, \$1.925 million has been invoiced to the Authority from the Contractor, representing approximately 85.2% of the existing contract capacity.

Scope of Service For The Additional Contract Amount And Duration

The Contractor is expected to provide the same financial audit services in support of the Authority's obligations to review and provide approval on qualified project and construction cost associated with the Project ("Scope of Service"). In particular, the Contractor is expected to provide ongoing monthly reimbursement packages and recommendation reports to the City for the COPs reimbursement packages as Stage 2 construction proceeds starting in March of 2026 through the extension period.

The Scope of Service includes the following general tasks, which are more fully detailed in Appendix A of the Original Agreement, "Services to be Provided by the Contractor":

The following are representative of the types of Scope of Service which may be representative of the services requested under this Amended Agreement, but is not intended to be complete:

1. Review existing agreements between the Authority and San Francisco Public Works ("SFPW") and Master Developer to identify all project costs that Treasure Island CFD and IRFD are to reimburse.
2. Represent the Authority and SFPW in meetings or negotiations to determine reimbursable expenses, define discrete acquisition facility components, set reimbursement schedules, and establish cost allocation and reimbursement protocols. Staff should have cost estimation experience and include personnel to review construction and design related costs and reimbursement applications.
3. Review bid documents and schedule of values for reimbursement expenses and sufficient details.
4. Review contracts change orders to assess the obligation to reimburse the Master Developer for costs for changes.
5. Review acquisition reimbursement applications to verify consistency with agreements and negotiated protocols; review and verify payroll records, invoices and other documentation submitted in support of acquisition reimbursement applications; recommend reimburse amount and represent Authority and SFPW in negotiations of acquisition reimbursement applications with the Master Developer.
6. Provide feedback and suggestions to the Master Developer and their consultants on reimbursement application and supporting materials to streamline the application and review process.
7. Other related tasks to complete the work requested by City in connection with the Master Developer reimbursement program.

Civil Service Commission ("CSC") Approval

The Authority obtained CSC approval via PSC# 49736-16/17 on August 1, 2017. However, another approval is required by CSC to provide additional contract capacity beyond the current PSC contract amount of \$2,249,000. TIDA staff will work with City Administrator's Office ("ADM") contract administration staff to seek CSC approval. City contracting rules and regulations allow departments to seek additional contract capacity up to the maximum RFP contract value, which is \$4,500,000.

Budget And Term

The Master Developer, TICD, is obligated by the Disposition and Development Agreement (DDA) to reimburse TIDA for costs incurred by payments to the Contractor. As a result, none of TIDA's leasing revenues or other discretionary revenues will need to be directed to cover increased payments under this Amended Agreement. The approved TIDA budget reflects the contractual budget increase as a result of this proposed Fourth Amendment.

Recommendation

Staff recommends the Authority Board approve the proposed resolution to authorize the Director to enter into the Fourth Amendment to the Original Agreement to increase the contract amount by \$1,200,000 and amend the expiration date to July 15, 2027.

Exhibits

- A. Draft Fourth Amendment of the Professional Service Agreement between the Treasure Island Development Authority and Harris and Associates, Inc. (in Substantially Complete Form)

Prepared by Wei Zhang, TIDA Staff

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

FOURTH Amendment

THIS **FOURTH AMENDMENT** (“Amendment”) is made as of March 5, 2026, in San Francisco, California, by and between **Harris & Associates, Inc** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled Treasure Island Community Facilities District and Infrastructure Facilities District Financial Consultation Services issued through Sourcing Event ID TIDA-17-02 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver **CMD14BXXXXXX**, and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on April 20, 2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0002097 (49736-16/17) in the amount of \$2,249,000.00 for the period of 9 years and 11 months and with additional approval obtained on January 26, 2026 from the Civil Service Commission under PSC number DHRPSC0005923 in the amount of \$3,500,000.00 for the period of 5 years. Across both PSC numbers, the combined approved amount totals \$5,749,000.00 and spans 15 years and 11 months; and

WHEREAS, this Amendment is consistent with an approval obtained from City’s **[name of Commission]** under **[insert resolution number]** approved on **[insert date of Commission action]** in the amount of **[insert Dollar Amount]** for the period commencing **[Insert Start Date]** and ending **[Insert End Date]**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated April 18, 2018 between Contractor and City, as amended by the:

First Amendment, dated March 16, 2021, and

Second Amendment, dated May 8, 2024, and

Third Amendment, dated March 19, 2025.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Payment.** Section 3.3.1 Payment of the Agreement is hereby replaced in its entirety to read:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the TIDA Director in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of

the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of the Agreement exceed **\$3,449,000.00 or Three Million Four Hundred Forty-Nine Thousand Dollars**. The breakdown of charges associated with the Agreement appears in the Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest of late charges for any late payments.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Article 1 Definitions.** *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:*

“Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

“Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

“City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

“Confidential Information” means confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. Confidential Information includes, without limitation, City Data.

“Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

“Generative Artificial Intelligence” means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence’s training data.

“Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information

includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

3.2 **Section 4.5 Assignment.** *Section 4.5 of the Agreement is hereby replaced in its entirety to read as follows:*

4.5 **Assignment.** Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.3 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 **Reserved (Payment Card Industry (“PCI”) Requirements).**

13.3 **Reserved (Business Associate Agreement).**

13.4 **Management of City Data.**

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or

later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables.

Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and

obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (“CRA”) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 4 Effective Date

Each of the modifications set forth in this Amendment shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Jennifer Johnston
Deputy City Administrator
Office of the City Administrator

Date: _____

Approved as to Form:

David Chiu
City Attorney

By: _____
Heidi J. Gewertz
Deputy City Attorney

Date: _____

Approved:
Sailaja Kurella
Director of the Office of Contract
Administration and City Purchaser

[Name of Purchaser: _____]
Authorized Signer

Date: _____

CONTRACTOR

Harris & Associates, Inc.

[name of authorized representative]
[title]

Date: _____

City Supplier Number: [Supplier Number]

1 **RESOLUTION, PENDING CIVIL SERVICE APPROVAL TO PROVIDE ADDITIONAL**
2 **CONTRACT CAPACITY, AUTHORIZING THE TREASURE ISLAND DIRECTOR**
3 **(“DIRECTOR”) TO AMEND THE AGREEMENT BETWEEN THE TREASURE ISLAND**
4 **DEVELOPMENT AUTHORITY AND HARRIS AND ASSOCIATES, INC. FOR COMMUNITY**
5 **FACILITY DISTRICT AND INFRASTRUCTURE AND REVITALIZATION FINANCING**
6 **DISTRICT FINANCIAL AUDIT SERVICES FOR THE TREASURE ISLAND/YERBA BUENA**
7 **ISLAND DEVELOPMENT PROJECT (“AGREEMENT”), TO INCREASE THE AGREEMENT**
8 **AMOUNT BY ONE MILLION AND TWO HUNDRED THOUSAND (\$1,200,000) AND AMEND**
9 **THE EXPIRATION DATE TO JULY 15, 2027.**

10
11 **WHEREAS**, On May 2, 1997, the Board of Supervisors passed Resolution No.
12 380-97, authorizing the Mayor’s Treasure Island Project Office to establish a nonprofit public
13 benefit corporation known as the Treasure Island Development Authority (the “Authority”) to
14 act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation,
15 reuse and conversion of the former Naval Station Treasure Island for the public interest,
16 convenience, welfare and common benefit of the inhabitants of the City and County of San
17 Francisco (the “City”); and,

18 **WHEREAS**, In June 2011 the Board of Supervisors authorized the Disposition
19 and Development Agreement (“DDA”), including a Financing Plan (the “Financing Plan”),
20 between the Authority and Treasure Island Community Development, LLC (“TICD”); and,

21 **WHEREAS**, The DDA and the Financing Plan identified certain financial goals
22 and a framework for cooperation between the Authority, the City and TICD; and,

23 **WHEREAS**, The Financing Plan, among other things, obligates the City to (i) form
24 requested community facilities district (“CFD”) and take related actions under the Mello-Roos
25 Community Facilities Act of 1982 to pay for Qualified Project Costs, Ongoing Park

1 Maintenance and Additional Community Facilities (as those terms are defined in the Financing
2 Plan), (ii) form requested infrastructure and revitalization financing districting (“IRFD”) and
3 take related actions under the applicable provisions of the Government Code of State of
4 California to pay for Qualified Project cost; and,

5 **WHEREAS**, On October 12, 2016, this Board authorized the Treasure Island Director
6 (the “Director”) to submit Resolutions of Intent to the Board of Supervisors to initiate the
7 Formation of a CFD and IRFD; and,

8 **WHEREAS**, On February 3rd, 2017, the Board of Supervisors adopted the Resolution
9 of formation of City and County of San Francisco Community Facilities District No.2016-1
10 (Treasure Island), Improvement Area No.1 and a future annexation area; and

11 **WHEREAS**, On February 9rd, 2017, the Board of Supervisors passed an Ordinance
12 forming Infrastructure and Revitalization Financing District No. 1 (Treasure Island); and

13 **WHEREAS**, TICD, the Authority and the City have entered into an Acquisition and
14 Reimbursement Agreement; and,

15 **WHEREAS**, TICD is constructing infrastructure in accordance with the DDA and will
16 seek reimbursement from the Authority using CFD and IRFD public finances sources; and,

17 **WHEREAS**, The Authority seeks as-needed support in cataloging, reviewing, and
18 auditing TICD’s reimbursement requests; and,

19 **WHEREAS**, On May 8, 2017, the Authority issued a Request for Proposals (“RFP”) for
20 qualified consultants to provide Community Facilities District and Infrastructure Revitalization
21 Financing District Financial Auditing Services and the RFP stated TIDA’s intention to award a
22 professional service agreement with a 3 year term and with two (2) optional extension terms
23 (each extension for a 3-year term), with a contract amount of \$1,500,000 for each 3 year term,
24 for a total maximum contract amount of \$4,500,000 (“Maximum RFP Amount”); and,
25

1 **WHEREAS**, On September 17, 2017 the Authority’s Board of Directors passed
2 Resolution No. 17-32-09/13 authorizing the Authority Director to enter into a contract with
3 Harris and Associates for the abovementioned services; and

4 **Whereas**, By City regulations, the City’s Civil Service Commission reviews and
5 approves all Personal Service Contracts, and

6 **Whereas**, On September 22, 2017, the City’s Civil Service Commission approved
7 Personal Service Contract number PSC No. 49736, 16/17 (“PSC No. 49736-16/17”), the
8 contract between the Authority and Harris and Associates for the abovementioned services,
9 with a contract amount of One Million Five Hundred Thousand Dollars (\$1,500,000); and

10 **WHEREAS**, on April 11, 2018, the Authority entered into an agreement with Harris and
11 Associates for an amount not to exceed Nine Hundred and Seventy-Five Thousand Dollars
12 (\$975,000) for a term of three years; and

13 **WHEREAS**, on March 16, 2021, the Authority exercised the first option and entered
14 into the First Amendment to the Agreement to extend the contract for a period of three years
15 with a new expiration date of April 5, 2024; and

16 **WHEREAS**, on April 30, 2024, the City’s Department of Human Resources approved
17 modification of the Personal Service Contract (PSC No. 49736 -16/17) to increase the
18 contract amount by Seven Hundred and Forty-Nine Thousand Dollars (\$749,000) and to
19 extend the terms for three years with a new expiration date of April 5, 2027, with the PSC
20 cumulative contract amount of Two Million Two Hundred and Forty Nine Thousand
21 (\$2,249,000).The approved PSC is on file with the Board clerk; and

22 **WHEREAS**, on May 20, 2024, the Authority entered into a Second Amendment to the
23 Agreement to increase the contract amount by Seven Hundred and Forty-Nine Thousand
24 Dollars (\$749,000), for a total contract amount of One Million Seven Hundred and Twenty
25

1 Four Thousand (\$1,724,000) , and to extend the terms for three years with a new expiration
2 date of April 5, 2027; and

3 **WHEREAS**, on May 5, 2025, the Authority entered into a Third Amendment to the
4 Agreement to increase the contract amount by Five Hundred and Twenty-Five Thousand
5 (\$525,000), for a total contract amount of Two Million Two Hundred and Forty Nine Thousand
6 (\$2,249,000), and retained the expiration date of April 5, 2027; and

7 **WHEREAS** Harris and Associates have been performing to the satisfaction of TIDA,
8 San Francisco Public Works, and the Master Developer, and it is expected that TIDA will
9 require and rely on the services provided by Harris and Associates with the ongoing Treasure
10 Island Stage 2 development; and

11 **WHEREAS**, TIDA staff intends to seek the City's Civil Service Commission approval to
12 provide additional contract capacity beyond the current contract amount, but below the
13 Maximum RFP Amount, and amend PSC No.49736, 16/17, accordingly; and

14 **WHEREAS**, The Treasure Island Director recommends a fourth amendment of the
15 Agreement to increase the contract amount by One Million and Two Hundred Thousand
16 (\$1,200,000), for a total contract amount of Three Million Four Hundred and Forty-Nine
17 Thousand (\$3,449,000), and amending the expiration date of the contract to July 15, 2027 to
18 match the date of the current approved PSC No. 49736-16/17; and

19 **RESOLVED**, pending the approval of City's Civil Service Commission to provide
20 additional contract capacity, the Authority hereby authorizes the Director to execute an
21 Amendment to the Agreement between the Authority and Harris and Associates for
22 Community Facility District And Infrastructure And Revitalization Financing District Financial
23 Audit Services for the Treasure Island/Yerba Buena Island Development Project to increase
24 the contract amount by One Million Two Hundred Thousand (\$1,200,000) for a total contract
25 amount of Three Million Four Hundred and Forty Nine Thousand (\$3,449,000), and amending

1 the expiration date of the contract to July 15, 2027 to match the date of the current approved
2 PSC No. 49736-16/17; and

3 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director to
4 enter into any additions, amendments or other modifications to the Agreement(s) that the
5 Director determines, in consultation with the City Attorney, are in the best interests of the
6 Authority, that do not materially increase the obligations or liabilities of the Authority, that do
7 not materially reduce the rights of the Authority, and are necessary or advisable to complete,
8 such determination to be conclusively evidenced by the execution and delivery by the Director
9 of the documents and any amendments thereto.

10
11 **CERTIFICATE OF SECRETARY**

12
13 ***I hereby certify that I am the duly elected and acting Secretary of the Treasure***
14 ***Island Development Authority, a California nonprofit public benefit corporation, and***
15 ***that the above Resolution was duly adopted and approved by the Board of Directors of***
16 ***the Authority at a properly noticed meeting on March 11, 2026.***

17
18 _____
19 **Mark Dunlop, Secretary**