

AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of September 10, 2025

Subject: Resolution Approving and Authorizing the Execution of a First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., a California nonprofit public benefit corporation, to increase the annual Scope of Services and not-to-exceed Contract Amount for Fiscal Year 2025-26 in order to provide janitorial services to new City Side Park restrooms (Action Item)

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

SUMMARY

This First Amendment to the Professional Services Agreement with Toolworks, Inc. is to provide pump-out services and five days a week janitorial services to new temporary restroom located at City Side Park (see attached photo - Exhibit B).

BACKGROUND

On June 11, 2025, the Treasure Island Development Authority (the “Authority”) Board of Directors approved a Professional Services Agreement (the "Agreement") with Toolworks Inc., a California nonprofit public benefit corporation (“Toolworks”), to provide training and employment opportunities for economically-disadvantaged people. For over twenty-seven years, Toolworks has been providing janitorial services to the Treasure Island Development Authority (“Authority”) through its janitorial division. Trainees are recruited through the One Treasure Island Job Broker Program and through the Homeless Employment Collaborative. Toolworks has developed a specific training program for Treasure Island that utilizes one fulltime supervisor. This person trains and supervises the work of four trainees who work up to five hours a day, five days a week for 10 weeks. The trainees are then assisted in finding fulltime janitorial jobs. Toolworks gives priority placement in this program to Treasure Island residents.

Under the existing Agreement, Toolworks provides annual janitorial services to (i) the Administration Building facility which consist of TIDA’s Project Office and all Administration Building occupants, except San Francisco Police Department; (ii) Buildings 264, and 502 (Childcare Facility); (iii) Vista Point / Quarters 9 (SFCTA to compensate the Authority for all janitorial expenses to the Vista Point area); (iv) Window / Glass Cleaning at Ferry Plaza; and (v) Quarters 1-7, and 10.

Authority Staff along with Treasure Island Community Development (“TICD”), San Francisco Recreation and Parks and other stakeholders have been preparing for the opening of City Side

Park scheduled September 13, 2025. It was determined there is a need to provide temporary public restrooms at City Side Park until the Treasure Island Mobility Management Agency (“TIMMA”) and Authority construct permanent restrooms servicing waterfront parks through the Treasure Island Ferry Terminal Enhancements Project. This project is expected to commence in the summer of 2026.

The Authority and Toolworks have negotiated a First Amendment to the Professional Services Agreement (the "Agreement") for a month to month term commencing on September 15, 2025 through June 30, 2026, for a total not-to-exceed amount of \$384,408. Schedule of payments include: (i) Routine and adjunct services for five days a week for the Administration Building offices and special events, Buildings 264 and 502 (Childcare Facility), and quarterly, basic surface cleaning at Quarters 1-7, and 10 for an amount not-to-exceed \$25,750 per month totaling \$309,000; (ii) \$3,295 per month totaling \$39,540 for rental of existing restroom trailer facility at Quarters 9, and janitorial services for the restroom trailer in Vista Point and services to Quarters 9 facility (SFCTA to compensate the Authority for all janitorial expenses to the Vista Point area); (iii) amount not-to-exceed \$30,000 payable upon monthly invoice, for twice weekly and as needed restroom pump-out services and five days a week janitorial services to new temporary restroom facility located at City Side Park; and (iv) \$489 per month totaling \$5,868 for monthly window / glass cleaning at Ferry Plaza. This is a “full service” contract, meaning Toolworks provides janitorial services as well as paper products, cleaning supplies and equipment. Toolworks will also provide as needed post event cleaning services for the Administration Building, and Quarters 10.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed First Amendment to the Professional Services Agreement include the following:

Locations:	Administration Building offices, Buildings, 264 and 502 (Childcare Facility), City Side Park Restrooms, monthly window / glass cleaning at Ferry Plaza, Vista Point / Quarters 9 (including restroom trailer rental), and Quarters 1-7, and 10.
Commencement Date:	September 15, 2025
Term:	Month-to-Month
Compensation:	Amount not-to-exceed Three Hundred Eighty-Four Thousand Four Hundred and Eight Dollars (\$384,408) annually
Janitorial Services:	(i) Administration Building and Buildings 264 and 502 (Treasure Island Childcare Facility) Toolworks to provide routine services to maintain the common areas, restrooms and office suites at the Childcare Facility, Administration Building, and Building 264. Janitorial services to include:

- Cleaning equipment, materials and supplies
- Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues with the exception of roll hand towels at the Childcare Facility
- Uniform soap and paper goods dispensers for all restrooms and kitchens in all venues
- Transport of equipment and personnel
- Implantation of Composting Program for the Administration Building

(ii) Janitorial Services for City Side Park Restrooms

Toolworks to provide pump out and routine services to maintain 2 restrooms at City Side Park. Janitorial services to include:

- Cleaning equipment, materials and supplies
- Soap, toilet paper, hand towels, and seat covers
- Uniform soap and paper goods dispensers for all restrooms
- Transport of equipment and personnel

(iii) Monthly Window / Glass Cleaning at Ferry Plaza

Toolworks to provide monthly window / glass cleaning to both sides of the glass panels located at Ferry Plaza.

(iv) Janitorial Services for Quarters 1-7, and 10

- Quarterly dusting, mopping, surface cleaning

(v) Janitorial Services for Vista Point / Quarters 9 at Yerba Buena Island

Toolworks to provide services daily to maintain the Vista Point restrooms including materials and supplies. Janitorial services to include:

Restrooms

- Sweep entrance, disinfect handrails
- Sweep and wet mop all floors
- Wipe and clean all fixtures with disinfectant
- Wipe and clean all mirrors and metal fixtures
- Fill all dispensers, paper towels, toilet paper, seat covers and soap

Drinking fountain

- Clear bowl of any debris

- Disinfect station

Outside trash receptacles

- Wipe down outer surface
- Empty and change liners

Rest area

- Wipe down benches
- Wipe down interpretive sign

Quarters 9

- Weekly janitorial service to Quarters 9

Materials and Supplies

- rental of restroom trailer at Vista Point
- toilet Paper
- hand towels
- seat covers
- hand soap
- trash liners

BUDGET IMPACT

The First Amendment to the Professional Services Agreement provides Toolworks with an amount not-to-exceed \$384,408 during FY 2025-26. This total amended not-too-exceed contract amount is within the adopted FY 2025-26 budget of \$400,000 allocated for janitorial services, including contracted services with Toolworks. Therefore, this First Amendment does not impact any other areas of the adopted FY 2025-26 budget.

RECOMMENDATION

Project Staff recommends approval of the First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc., a California nonprofit public benefit corporation to increase the annual Scope of Services and not-to-exceed Contract Amount to \$384,408 for Fiscal Year 2025-26, and authorize the Treasure Island Director or his designee to execute said First Amendment subject to the additional terms and conditions set forth above.

EXHIBITS

Exhibit A: First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Toolworks, Inc.

Exhibit B: Photo of Restroom

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Robert P. Beck, Treasure Island Director

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment"), dated for reference purposes only as of September 15, 2025, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (the "Authority"), and Toolworks, Inc., a California nonprofit public benefit corporation (the "Contractor").

RECITALS

A. The Authority and the Contractor entered into that certain Professional Services Agreement dated for reference purposes as July 1, 2025 (the "Original Agreement"), for Janitorial services within the commercial areas of Treasure Island and Yerba Buena Island, as more particularly described in the Original Agreement. The term of the Original Agreement expires on June 30, 2026.

B. The Authority and the Contractor desire to amend the Original Agreement to update the Scope of Services and to increase the Contract Amount not to exceed the Fiscal Year amount for 2025-2026 on the terms and conditions set forth in this First Amendment.

C. The Original Agreement and this First Amendment shall collectively be referred to as the "Agreement". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Authority and the Contractor hereby amend the Agreement as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. Effective Date. The effective date of this First Amendment shall be September 15, 2025 (the "Effective Date").

3. Compensation. As of the Effective Date, the first paragraph of Section 3.3.1 of the Original Agreement shall be amended to read as follows:

"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 A, "Calculation of Charges / Scope of Services." Compensation shall be made for Services identified in the invoice that the Treasure Island Director, in his 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 this Agreement exceed Three Hundred Eighty-Four Thousand Four Hundred and Eight Dollars (\$384,408.00) annually. The breakdown of charges associated with this

Agreement appears in Appendix A “Calculation of Charges / Scope of Services,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.”

4. **Appendix A.** As of the Effective Date. Appendix A is deleted and replaced with the attached Appendix A.
5. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.
6. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the Contractor have executed this First Amendment to Agreement at San Francisco, California, as of the date first above written.

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Robert P. Beck
Treasure Island Director

CONTRACTOR:

**Toolworks, Inc.,
a California nonprofit public benefit corporation**

By: _____

Its: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Deputy City Attorney

Amendment Prepared By: Jack Nathanson, Special Events and Leasing _____
(Initial)

Appendix

A: Calculation of Charges / Scope of Services

Appendix “A”
Calculation of Charges / Scope of Services

Compensation of up to Three Hundred Eighty-Four Thousand Four Hundred and Eight Dollars (\$384,408) for Fiscal Year 2025-26 payable as follows:

Schedule of payments include: (i) Routine and adjunct services for five days a week for the Administration Building offices and special events, Buildings 264 and 502 (Childcare Facility), and quarterly, basic surface cleaning at Quarters 1-7, and 10 for an amount not-to-exceed \$25,750 per month totaling \$309,000; (ii) \$3,295 per month totaling \$39,540 for rental of existing restroom trailer facility at Quarters 9, and janitorial services for the restroom trailer in Vista Point and services to Quarters 9 facility (SFCTA to compensate the Authority for all janitorial expenses to the Vista Point area); (iii) amount not-to-exceed \$30,000 payable upon monthly invoice, for twice weekly and as needed restroom pump-out services and five days a week janitorial services to new temporary restroom facility located at City Side Park; and (iv) \$489 per month totaling \$5,868 for monthly window / glass cleaning at Ferry Plaza.

(i) Administration Building and Buildings 264 and 502 (Treasure Island Childcare Facility)

Toolworks to provide routine services to maintain the common areas, restrooms and office suites at the Childcare Facility, Administration Building, and Building 264. Janitorial services to include:

- Cleaning equipment, materials and supplies
- Soap, toilet paper, hand towels, seat covers for all restrooms and kitchens in all venues with the exception of roll hand towels at the Childcare Facility
- Uniform soap and paper goods dispensers for all restrooms and kitchens in all venues
- Transport of equipment and personnel
- Implantation of Composting Program for the Administration Building

(ii) Janitorial Services for City Side Park Restrooms

Toolworks to provide pump out and routine services to maintain 2 restrooms at City Side Park. Janitorial services to include:

- Cleaning equipment, materials and supplies
- Soap, toilet paper, hand towels, and seat covers
- Uniform soap and paper goods dispensers for all restrooms
- Transport of equipment and personnel

(iii) Monthly Window / Glass Cleaning at Ferry Plaza

Toolworks to provide monthly window / glass cleaning to both sides of the glass panels located at Ferry Plaza.

(iv) Janitorial Services for Quarters 1-7, and 10

- Quarterly dusting, mopping, surface cleaning

(v) Janitorial Services for Vista Point / Quarters 9 at Yerba Buena Island

Toolworks to provide services daily to maintain the Vista Point restrooms including materials and supplies. Janitorial services to include:

Restrooms

- Sweep entrance, disinfect handrails
- Sweep and wet mop all floors
- Wipe and clean all fixtures with disinfectant
- Wipe and clean all mirrors and metal fixtures
- Fill all dispensers, paper towels, toilet paper, seat covers and soap

Drinking fountain

- Clear bowl of any debris
- Disinfect station

Outside trash receptacles

- Wipe down outer surface
- Empty and change liners

Rest area

- Wipe down benches
- Wipe down interpretive sign

Quarters 9

- Weekly janitorial service to Quarters 9

Materials and Supplies

- rental of restroom trailer at Vista Point
- toilet Paper
- hand towels
- seat covers
- hand soap
- trash liners

This budget represents total annual compensation that shall be paid to Contractor. Contractor shall submit an invoice for compensation to the attention of the Executive Director within 10 days of the final day of each month as compensation for the month. Authority shall pay invoice within 30 days of receipt of invoice.



1 [Toolworks First Amendment To Professional Services Agreement]

2 **Resolution Approving and Authorizing the Execution of a First Amendment to**
3 **the Professional Services Agreement between the Treasure Island Development**
4 **Authority and Toolworks, Inc., a California nonprofit public benefit corporation, to**
5 **increase the annual Scope of Services and not-to-exceed Contract Amount for Fiscal**
6 **Year 2025-26 in order to provide janitorial services to new City Side Park restrooms.**

7 **WHEREAS**, Naval Station Treasure Island is a military base located on Treasure
8 Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United
9 States of America ("the Federal Government"); and,

10 **WHEREAS**, The Base was selected for closure and disposition by the Base
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
12 subsequent amendments; and,

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

19 **WHEREAS**, Under the Treasure Island Conversion Act of 1997 (the "Act"), which
20 amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
21 Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as
22 a redevelopment agency under California redevelopment law with authority over the Base
23 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the
24

1 Base which are subject to the Tidelands Trust, vested in the Authority the authority to
2 administer the public trust for commerce, navigation and fisheries as to such property; and,

3 **WHEREAS**, On February 6, 1998, the Board of Supervisors adopted Resolution No.
4 43-98 approving the designation of the Authority as a redevelopment agency for Treasure
5 Island and Yerba Buena Island; and,

6 **WHEREAS**, The Authority has negotiated and endorsed a proposed Base Closure
7 Homeless Assistance Agreement and Option to Lease Real Property (the “Homeless
8 Assistance Agreement”) with One Treasure Island, a consortium of California nonprofit
9 corporations organized to utilize the resources of the Base to help fill gaps in the continuum of
10 care for homeless persons and families, pursuant to the Base Closure Community
11 Redevelopment and Homeless Assistance Act of 1994; and,

12 **WHEREAS**, In 2011, the Authority and One Treasure Island executed the Amended
13 and Restated Base Closure Homeless Assistance Agreement (“Amended Homeless
14 Assistance Agreement”) and approved by the Board of Supervisors in Resolution no. 243-11;
15 and,

16 **WHEREAS**, Within the Amended Homeless Assistance Agreement is the Jobs and
17 Equal Opportunity Program (“JEOP”) which describes job training and employment
18 opportunities for One Treasure Island’s member organizations for formerly homeless and
19 economically disadvantaged San Franciscans; and,

20 **WHEREAS**, The Authority wishes to support One Treasure Island pursuant to the Base
21 Closure Community Redevelopment, Homeless Assistance Act of 1994, and Amended
22 Homeless Assistance Agreement; and,

1 **WHEREAS**, Toolworks, Inc. a California nonprofit corporation (“Toolworks”), is a
2 member organization of One Treasure Island, and has demonstrated that it is qualified to
3 perform the janitorial and other building maintenance services required by the Authority as set
4 forth in the proposed amendment; and,

5 **WHEREAS**, Since October 1, 2004, the Authority has contracted with Toolworks for
6 janitorial and other building maintenance services on the former Base, and the current
7 contract expires June 30, 2026; and,

8 **WHEREAS**, On June 11, 2025, the Authority Board of Directors approved a
9 Professional Services Agreement (the "Agreement") with Toolworks to provide annual
10 janitorial services to (i) the Administration Building facility which consist of TIDA’s Project
11 Office and all Administration Building occupants, except San Francisco Police Department; (ii)
12 Buildings 264, and 502 (Childcare Facility); (iii) Vista Point / Quarters 9 (SFCTA to
13 compensate the Authority for all janitorial expenses to the Vista Point area); (iv) Window /
14 Glass Cleaning at Ferry Plaza; and (v) Quarters 1-7, and 10, in an amount not-to-exceed
15 \$354,408 annually for the period commencing July 1, 2025 and expiring on June 30, 2026;
16 and,

17 **WHEREAS**, Authority Staff along with Treasure Island Community Development
18 (“TICD”), San Francisco Recreation and Parks and other stakeholders have been preparing
19 for the opening of City Side Park scheduled September 13, 2025, and it was determined there
20 is a need to provide temporary public restrooms at City Side Park until the Treasure Island
21 Mobility Management Agency (“TIMMA”) and Authority construct permanent restrooms
22 servicing waterfront parks through the Treasure Island Ferry Terminal Enhancements Project;
23 and,

1 **WHEREAS**, Authority Staff and Toolworks have negotiated a First Amendment to the
2 Agreement that includes expenses related to pump-out and janitorial services to the new
3 temporary restroom facility located at City Side Park in an amount not to exceed Thirty
4 Thousand Dollars (\$30,000.00) for the period from September 15, 2025 through June 30,
5 2026; and,

6 **WHEREAS**, Compensation for these increased services shall not to exceed the total
7 amount of \$384,408) for Fiscal Year 2025-26 payable as follows: Schedule of payments
8 include: (i) Routine and adjunct services for five days a week for the Administration Building
9 offices and special events, Buildings 264 and 502 (Childcare Facility), and quarterly, basic
10 surface cleaning at Quarters 1-7, and 10 for an amount not-to-exceed \$25,750 per month
11 totaling \$309,000; (ii) \$3,295 per month totaling \$39,540 for rental of existing restroom trailer
12 facility at Quarters 9, and janitorial services for the restroom trailer in Vista Point and services
13 to Quarters 9 facility (SFCTA to compensate the Authority for all janitorial expenses to the
14 Vista Point area); (iii) amount not-to-exceed \$30,000 payable upon monthly invoice, for twice
15 weekly and as needed restroom pump-out services and five days a week janitorial services to
16 new temporary restroom facility located at City Side Park; and (iv) \$489 per month totaling
17 \$5,868 for monthly window / glass cleaning at Ferry Plaza; and,

18 **WHEREAS**, Under the proposed Amendment, Toolworks will provide routine services
19 to maintain the common areas, restrooms and office suites at the Administration Building,
20 Buildings 264, and 502 (Childcare Facility), City Side Park Restrooms, monthly window / glass
21 cleaning at Ferry Plaza, Vista Point / Quarters 9 (including restroom trailer rental), and
22 Quarters 1-7, and 10; now, therefore be it

23 **RESOLVED**, That the Authority hereby finds that Toolworks' mission, purpose, and
24 program is consistent with the Homeless Assistance Agreement; and
25

FURTHER RESOLVED, That the Authority hereby authorizes the Treasure Island Director or his designee to execute and deliver the First Amendment, effective September 15, 2025, and expiring on June 30, 2026, for an amount not-to-exceed Three Hundred Eighty-Four Thousand Four Hundred and Eight Dollars (\$384,408), in substantially the form attached hereto as Exhibit A; and be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure Island Director or his designee to enter into any additions, amendments or other modifications to the Agreement that the Treasure Island Director or his designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Director or his designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on September 10, 2025.

Jeanette Howard, Secretary