

AGENDA ITEM 7b
Treasure Island Development Authority
City and County of San Francisco
Meeting of November 9, 2022

Subject: Resolution Retroactively 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, commencing on October 1, 2022 through June 30, 2023, to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2022-2023 (Action Item)

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone 415-274-3365

BACKGROUND

On June 8, 2022, 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-four 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 the US Navy and the San Francisco Police Department; (ii) Buildings 201 (TI Nurses Clinic), 264, and 502 (Childcare Facility); (iii) Mersea Restaurant Bathrooms / Northern Great Lawn Area; (iv) Vista Point / Quarters 9; and (v) Quarters 1-6. The San Francisco County Transportation Authority (“SFCTA”) in cooperation with the Bay Area Toll Authority (“BATA”) was responsible for construction of the Vista Point facility located at Quarters 9 and Pier E2 (both located on Yerba Buena Island), including operations, maintenance, and security services. The Authority is assisting SFCTA with Vista Point and Pier E2 operations including providing landscape, janitorial and security services utilizing its existing providers, including rental of a restroom trailer that services Vista Point and Quarter 9. SFCTA reimburses the Authority for all expenses related to these services on a semi-annual basis.

In an effort to further simplify reimbursement processing from SFCTA, Toolworks has agreed to incorporate the existing Vista Point restroom rental into their Professional Services Agreement.

Project Staff and Toolworks have negotiated a First Amendment to the Professional Services Agreement (the "First Amendment") that includes expenses related to renting the existing restroom trailer facility at Quarters 9 in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) for the period from October 1, 2022 through June 30, 2023.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

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

Location: Administration Building offices, Buildings 201 (TI Nurses Clinic), 264 and 502 (Childcare Facility), Mersea Restaurant Bathrooms / Northern Great Lawn Area, Vista Point / Quarters 9 (including restroom trailer rental), and Quarters 1-6.

Commencement Date: October 1, 2022

Term: Month-to-Month

Compensation: Total compensation for all services under the Professional Services Agreement shall not exceed three hundred and forty-six thousand dollars (\$343,000.00) for Fiscal Year 2022-23.

Janitorial Services: **(i) Administration Building, and Buildings 201 (TI Nurses Clinic), 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 Mersea Restaurant/Northern Great Lawn Area

Toolworks to provide services daily to maintain the Northern Great Lawn Area 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

Materials and Supplies

- toilet Paper
- hand towels
- seat covers
- hand soap
- trash liners

(iii) Janitorial Services for Quarters 1-6-

- Quarterly dusting, mopping, surface cleaning

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

Toolworks to provide services daily to maintain the Vista Point restrooms including materials, supplies, and expenses related to renting restroom trailer. 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

- toilet Paper
- hand towels
- seat covers
- hand soap
- trash liners

BUDGET IMPACT

The First Amendment provides Toolworks with an amount not to exceed \$343,000.00 during FY 2022-2023. This amount increases the level of funding for FY 2022-2023 by \$27,000.00 to address cost of renting restroom trailer at Vista Point. The First Amendment to the Professional Services Agreement presents no impact to the Authority's budget as additional expenses will be absorbed by SFCTA.

RECOMMENDATION

Project Staff recommends retroactive 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 \$343,000.00 for FY 2022-2023, 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., a California nonprofit public benefit corporation

Prepared by: Jack Nathanson, Special Events and Leasing Manager
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 October 1, 2022, 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, 2022 (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, 2023.

B. The Authority and the Contractor desire to retroactively amend the Original Agreement to update the Scope of Services and to increase the Contract Amount not to exceed the Fiscal Year amount for 2022-2023 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 October 1, 2022 (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 and Forty-Six Thousand Dollars (\$343,000.00).

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 and forty-six thousand dollars (\$346,000.00) for Fiscal Year 2022-23 payable as follows: July 1, 2022 through September 30, 2022 = \$79,000.00, (three (3) monthly payments of \$26,333.33); October 1, 2022 through June 30, 2023 = \$264,000.00 (nine (9) monthly payments of \$29,333.33) totaling \$343,000.00 for contract services.

(i) Administration Building, and Buildings 201 (TI Nurses Clinic), 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 Mersea Restaurant/Northern Great Lawn Area

Toolworks to provide services daily to maintain the Northern Great Lawn Area 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

Materials and Supplies

- toilet Paper
- hand towels
- seat covers
- hand soap
- trash liners

(iii) Janitorial Services for Quarters 1-6-

- Quarterly dusting, mopping, surface cleaning

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

Toolworks to provide services daily to maintain the Vista Point restrooms including materials, supplies, and expenses related to renting restroom trailer. 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

- 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 Retroactively Approving and Authorizing the Execution of a First**
3 **Amendment to the Professional Services Agreement between the Treasure Island**
4 **Development Authority and Toolworks, Inc., a California nonprofit public benefit**
5 **corporation, commencing on October 1, 2022 through June 30, 2023, to update the**
6 **Scope of Services and to increase the Contract Amount not to exceed the Fiscal Year**
7 **amount for 2022-2023.**

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

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

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

20 **WHEREAS**, Under the Treasure Island Conversion Act of 1997 (the "Act"), which
21 amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to
22 Chapter 1333 of the Statutes of 1968, the California Legislature (i) designated the Authority as
23 a redevelopment agency under California redevelopment law with authority over the Base
24 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the
25

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, 2022; and,

8 **WHEREAS**, Under the existing Agreement, Toolworks provides annual janitorial
9 services to (i) the Administration Building facility which consist of TIDA's Project Office and all
10 Administration Building occupants, except the US Navy and the San Francisco Police
11 Department; (ii) Buildings 201 (TI Nurses Clinic), 264, and 502 (Childcare Facility); (iii) Mersea
12 Restaurant Bathrooms / Northern Great Lawn Area; (iv) Vista Point / Quarters 9; and (v)
13 Quarters 1-6, in an amount not to exceed \$26,333.33 per month or \$316,000.00 annually for
14 the period commencing July 1, 2022 and expiring on June 30, 2023; and,

15 **WHEREAS**, Project Staff and Toolworks have negotiated a First Amendment to the
16 Professional Services Agreement (the "First Amendment") that includes expenses related to
17 renting the existing restroom trailer facility at Quarters 9 in an amount not to exceed Thirty
18 Thousand Dollars (\$30,000.00) for the period from October 1, 2022 through June 30, 2023;
19 and,

20 **WHEREAS**, Compensation for these increased services shall not to exceed the total
21 amount of \$343,000.00) for Fiscal Year 2022-23 payable as follows: July 1, 2022 through
22 September 30, 2022 = \$79,000.00 (three (3) monthly payments of \$26,333.33); October 1,
23 2022 through June 30, 2023 = \$264,000.00 (nine (9) monthly payments of \$29,333.33)
24 totaling \$343,000.00 for contract services; and,
25

1 **WHEREAS**, Under the proposed Amendment, Toolworks will provide routine services
2 to maintain the common areas, restrooms and office suites at the Administration Building,
3 Buildings 201 (TI Nurses Clinic), 264, and 502 (Childcare Facility), Mersea Restaurant
4 Bathrooms / Northern Great Lawn Area, Vista Point / Quarters 9, and Quarters 1-6, as well as
5 pay for all expenses related to renting existing restroom trailer facility at Quarters 9; now,
6 therefore be it

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

9 **FURTHER RESOLVED**, That the Authority hereby authorizes the Treasure Island
10 Director or his designee to execute and deliver the First Amendment, effective October 1,
11 2022, and expiring on June 30, 2023, for an amount not to exceed three hundred and forty-six
12 thousand dollars (\$343,000.00), in substantially the form attached hereto as Exhibit A; and be
13 it
14

15 **FURTHER RESOLVED**, That the Board of Directors hereby authorizes the Treasure
16 Island Director or his designee to enter into any additions, amendments or other modifications
17 to the Agreement that the Treasure Island Director or his designee determines in consultation
18 with the City Attorney are in the best interests of the Authority, that do not materially increase
19 the obligations or liabilities of the Authority, that do not materially reduce the rights of the
20 Authority, and are necessary or advisable to complete the preparation and approval of the
21 Agreement, such determination to be conclusively evidenced by the execution and delivery by
22 the Treasure Island Director or his designee of the documents and any amendments thereto.
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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 November 9, 2022.

Mark Dunlop, Secretary