

AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of June 8, 2022

Subject: Resolution Approving and Authorizing the Execution of a Professional Services Agreement between the Treasure Island Development Authority and One Treasure Island for Fiscal Year 2022-2023 (Action Item)

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

Phone: 415-274-3365

BACKGROUND

One Treasure Island (“One Treasure Island”), formerly Treasure Island Homeless Development Initiative (“TIHDI”), is a consortium of nonprofit organizations that provide services to homeless and other economically disadvantaged San Francisco residents. One Treasure Island was organized to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994.

On November 26, 1996, the US Department of Housing and Urban Development approved the Base Closure Homeless Assistance Agreement and Option to Lease Real Property (“Homeless Assistance Agreement”) between the City & County of San Francisco (the “City”) as the Local Reuse Authority for Treasure Island and One Treasure Island. The Homeless Assistance Agreement was drafted as an element of the City’s election to comply with the conditions of the Base Closure, Community Redevelopment and Homeless Assistance Act of 1994, which requires the Local Reuse Authority to propose a plan for using Base resources to assist homeless persons in the City. The Treasure Island Development Authority (the “Authority”) is the successor Local Reuse Authority. In 2011, the Authority and One Treasure Island executed the Amended and Restated Base Closure Homeless Assistance Agreement (the “One Treasure Island Agreement”).

The proposed Professional Services Agreement (the "Agreement") between the Authority and One Treasure Island continues One Treasure Island’s role in (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the executed One Treasure Island Agreement; (iii) development of housing units allocated to One Treasure Island under the One Treasure Island Agreement; (iv) develop and implement pre-apprentice training program based on deconstruction of nuisance properties / structures on Treasure Islands (v) operation of a job broker system and economic self-sufficiency programs for Island residents; and (vi) implement community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the One Treasure Island Agreement and Jobs and Equal Opportunity Program (“JEOP”). As per

JEOP, Treasure Island Community Development (“TICD”) shall provide funding to the Authority upon request for the exclusive purposes of funding the One Treasure Island Job Broker Program and the job training and workforce development for all Construction Work and all for permanent workforce development (the “Job Broker Program Subsidy”).

Project Staff and One Treasure Island have negotiated a Professional Services Agreement (the "Agreement") with a budget of \$1,965,000.00 to support One Treasure Island’s mission and to provide services to the Treasure Island community for the Fiscal Year 2022-2023. The Scope of Services includes \$95,000.00 for Affordable Housing Financing Updating and Analysis Plan; \$120,000.00 for One Treasure Island and third-party consultant support of planning efforts to integrate community facilities needs in the new development; \$25,000.00 for Child and Youth Needs Initiatives; \$500,000.00 for the Job Broker Program Subsidy funding provided by TICD to the Authority and payable to One Treasure Island upon invoice as specified in the JEOP; and \$1,000,000.00 in continued funding for the pre-apprentice training program based on deconstruction and demolition of nuisance properties / structures on Treasure Islands. Additionally, compensation for existing contract services excluding Affordable Housing Financing Updating and Analysis Plan, and Job Broker Program Subsidy shall be payable in monthly installments of \$18,750.00. Funds to support the Agreement will come from the revenues generated by leasing Treasure Island facilities.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Agreement include the following:

Commencement Date: July 1, 2022

Term: Month-to-Month

Compensation: Compensation of up to One Million Nine Hundred and Sixty Five Thousand Dollars (\$1,965,000.00) payable as follows: July 1, 2022 through June 30, 2023 twelve (12) monthly payments of \$18,750.00 totaling \$225,000.00 for contract services, excluding: (i) Job Broker Program Subsidy (\$500,000.00) - funding provided by TICD to the Authority and payable to One Treasure Island upon invoice as specified in the JEOP; (ii) Pre-apprentice training program based on deconstruction and demolition of nuisance properties / structures on Treasure Islands (\$1,000,000.00); (iii) Affordable Housing Financing Consultation (\$95,000.00) payable to One Treasure Island upon invoice; Community Facilities Planning Consultation (\$120,000.00) payable to One Treasure Island upon invoice; and (iv) Child and Youth Needs Initiatives (\$25,000.00) payable to One Treasure Island upon invoice.

Services: One Treasure Island provides several services to the Authority including coordinating and facilitating participation of

community-based homeless service organizations, operating the job broker system, as well as future development planning. One Treasure Island operates the Ship Shape building free of charge to the Island community, supports TI Children and Youth Initiatives and facilitates Affordable Housing Development Planning and Implementation Plans.

BUDGET IMPACT

The Agreement provides One Treasure Island with an amount not to exceed \$1,965,000.00 during FY 2022-2023. This amount represents no change from FY 2021-2022 budget.

RECOMMENDATION

Project staff recommends approval of the Professional Services Agreement between the Treasure Island Development Authority and the One Treasure Island for an amount not to exceed \$1,965,000.00 for FY 2022-2023, and authorize the Treasure Island Director or his designee to execute said Agreement subject to the additional terms and conditions set forth above. One Treasure Island continues to expand its offerings and to provide important services to the Treasure Island community. These services include: supporting economic self-sufficiency, operating a community center, providing a weekly food pantry, operating a free tax preparation site, and operating a job broker system and construction jobs program. A summary of One Treasure Island's Accomplishments in Fiscal Year 2021-2022 is attached as Exhibit B.

EXHIBITS

Exhibit A: Professional Services Agreement between the Treasure Island Development Authority and the One Treasure Island

Exhibit B: Summary of One Treasure Island's Accomplishments in Fiscal Year 2021-2022.

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

**Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, California, 94130**

Agreement between the City and County of San Francisco and

ONE TREASURE ISLAND

This Agreement is made this 1st day of July, 2022, in the City and County of San Francisco, State of California, by and between the One Treasure Island, Inc., a California nonprofit corporation, hereinafter referred to as “Contractor,” and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the “Authority” or “City”, acting by and through its Treasure Island Director, hereinafter referred to as the “Director.”

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The Authority’s Purchasing Policy and Procedures authorize non-competitive negotiations for contracts that are in furtherance of the Homeless Assistance Agreement between the Authority and Contractor including any One Treasure Island member organizations for contracts for economic development opportunities identified in the Reuse Plan; and,

WHEREAS, Contractor provides services on Treasure Island including (i) the coordination and facilitation of community-based homeless service organizations in Treasure Island community activities; (ii) participation in the development process to support development plans which implement the Homeless Assistance Agreement; and (iii) operation of a job broker system and economic self-sufficiency programs for Island residents; and,

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" or through the Treasure Island Director.

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means One Treasure Island, Inc., One Avenue of the Palms, Treasure Island, San Francisco, CA 94130.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall be month-to-month, starting July 1, 2022 and continuing thereafter on a month-to-month basis to June 30, 2023. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

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 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 One Million Nine Hundred and Sixty-Five Thousand Dollars (\$1,965,000.00). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," 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.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the Treasure Island Development Authority approves Services,

including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the City's Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the City's Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link:

<https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the

company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's

request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. Contractor will not employ subcontractors.

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact

Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the

lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit,

prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor’s final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City’s payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.10	Compliance with Laws

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire

3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this

Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

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

10.4.1 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.

10.4.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, 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.

10.5 **Nondiscrimination Requirements**

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with

domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with provisions contained in the Jobs and Equal Opportunity Program (“JEOP”).

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date

the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved (Slavery Era Disclosure).

10.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the

City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 Packaged Water Prohibition. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Preservative Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: **Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Robert P. Beck, Treasure Island Director
Fax: (415) 274-0299**

To Contractor: **One Treasure Island
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Sherry Williams, Executive Director
Fax: (415) 834-9134**

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Payment Card Industry ("PCI") Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

11.3.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

11.3.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

11.3.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

11.3.4 For items 11.3.1 to 11.3.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

11.3.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

11.3.6 **Bank Accounts.** Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall

operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement and implementing task orders. Should there be a conflict of terms or conditions of this Agreement and any implementing task orders, the terms of this Agreement shall control and prevail.

Article 12 MacBride And Signature

12.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve

employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

<p>TREASURE ISLAND DEVELOPMENT AUTHORITY</p> <p>By: _____</p> <p>Robert P. Beck, Treasure Island Director</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>ONE TREASURE ISLAND, Inc.</p> <p>_____</p> <p>Sherry Williams, Executive Director</p> <p>City Vendor No.: 51465</p>
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Appendix

- A: Scope of Services
- B: Calculation of Charges

Appendix “A”

Scope of Services Contract Year 2022-2023

Description of Services

TASK ONE

One Treasure Island (“Contractor”) shall provide all labor, materials, and equipment necessary

to:

- Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the One Treasure Island agreement.

Specifically:

- Operate the Job Broker System and construction jobs program for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority
- Coordinate participation of members of One Treasure Island where appropriate and when requested by TIDA
- Operate the “Ship Shape” as a Community Center
- Provide third-party consultant support of planning efforts to integrate community facilities needs in the new development

One Treasure Island (“Contractor”) shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation and implementation of community-based service organizations in the long term development of Treasure Island

Specifically:

- Participate in the development of the affordable housing component of the proposed development plan as specified in the One Treasure Island agreement
- Implement community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the One Treasure Island Agreement and Jobs and Equal Opportunity Program (“JEOP”)
- As per JEOP, Developer shall provide funding to Authority upon request for the exclusive purposes of funding the One Treasure Island Job Broker Program and the job training and workforce development for all Construction Work and all for permanent workforce development (the “Job Broker Program Subsidy”)

- Job Broker Program Subsidy (\$500,000.00) – fourth installment of funding as provided by Treasure Island Community Development (“TICD”) to TIDA and payable to One Treasure Island upon invoice
- Provide expertise in affordable housing financing, programming and planning
- Operate a pre-apprenticeship training program by remediating, demolition, and/or deconstructing nuisance buildings on Treasure Island

**Appendix B
Calculation of Charges**

One Treasure Island 2022-2023	Income
TIDA Contract Income	465,000
<ul style="list-style-type: none"> • One Treasure Island Services contract (225,000) • Community Facilities Planning (120,000) • Affordable Housing Financing Consultation (95,000) • Children & Youth Initiatives (25,000) 	
Job Broker Program Subsidy Treasure Island Community Development Payment (TICD)	500,000
Pre Apprenticeship Program (TIDA)	1,000,000
MOHCD	200,000
Foundation Income Total Foundation Income	10,000
Corporate Income Total Corporate Income	15,000
Donation Income Total Donation Income	170,000
Other Income Total Other Income	266,519
Total Income	2,626,519

July 1, 2022

Expenses

Personnel

Total Personnel & Benefits 1,158,626

Non-Personnel Expenses

Prof Fees/Contracts

Total Prof Fees/Contracts

(includes building remediation as part of Pre-apprenticeship program)

Program & Non-Personnel Expenses 1,305,365

Operating Expenses 162,528

Total Operating Expenses

Total Expenses 2,626,519

Compensation of up to One Million Nine Hundred and Sixty-Five Thousand Dollars (\$1,965,000.00) payable as follows: July 1, 2022 through June 30, 2023 twelve (12) monthly payments of \$18,750.00 totaling \$225,000.00 for contract services, excluding: (i) Job Broker Program Subsidy (\$500,000.00) - funding provided by TICD to the Authority and payable to One Treasure Island upon invoice as specified in the JEOP; (ii) Pre-apprentice training program based on deconstruction of nuisance properties / structures on Treasure Islands (\$1,000,000.00); (iii) Affordable Housing Financing Consultation payable to One Treasure Island upon invoice (\$95,000.00); (iv) Community Facilities Planning Consultation payable to One Treasure Island upon invoice (\$120,000); and (v) Child and Youth Needs Initiatives (\$25,000.00) payable to One Treasure Island upon invoice.

July 1, 2022

**One Treasure Island
Achievements July 2021-through May 2022
Contract Year 2021-2022**

Description of Services

TASK ONE

One Treasure Island (“Contractor”) shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the One Treasure Island agreement.

Specifically:

- **Operate the Job Broker System and construction jobs program for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.**

Non-Construction JBS Employment (construction report on p. 5):

From July 2021 through May 2022, the Job Broker System has assisted **5** island employers with placement assistance through outreach, screening, and referring clients to the employers. Of the 5 island employers, One TI filled 12 non-construction job openings. Of the 12 jobs, 11 were full time, and 1 was temporary.

Orientations and workshops:

From July 2021 through May 2022, One TI hosted a total of 121 workshops (mostly virtual), program orientations and employer presentations which were attended by **197** unique people. The 121 workshops consisted of various Employment and Financial Education Workshops, Trades Education Workshops, OSHA10 Safety Certifications, Legal Workshops, Preselection Workshops, and Services Orientations. These workshops are for low income island residents and San Franciscans who are looking to obtain employment, training, or other services through One TI’s Workforce Programs. Over 100 new Job seekers have been served through these services and/or orientations this fiscal year.

- **Coordinate participation of members of One Treasure Island where appropriate and when requested by TIDA**

One TI coordinates the monthly Island Partners meeting which is attended by Island housing and service providers and TIDA staff. COVID updates and coordination continue

to be an integral part of these meetings, as well as sharing updates on community resources and the island redevelopment.

In February 2022, One TI in partnership with TIDA resumed island wide community meetings. Community meetings are being held bi-monthly via zoom through June 2022. Meetings have been well attended with an average of 30 island residents and service providers attending to date.

ONE TI and its members participated and/or organized small socially distanced events from July 2021 through June 2022. We continue to monitor and follow SFDPH's COVID recommendations.

- **Operate the “Ship Shape” as a Community Center**

While opened for the weekly food pantry and specific appointments for direct assistance throughout shelter in place, One TI reopened the Ship Shape Community Center to the public in April 2022. Community events are planned throughout the spring and summer of 2022 depending on SFDPH's COVID recommendations.

Through our participation in the SF Food Bank's Neighborhood Food Pantry program, approximately 120 households have accessed the food pantry each week in the last year with some fluctuation around the holidays and school closures. One TI continues to use the pantry to distribute COVID information and PPE items free of charge to island residents.

One TI also continues to support the efforts of the community garden by providing the greenhouse and its outdoor space at the Ship Shape to Indigenous Permaculture. This past year, we partnered with Indigenous Permaculture on outdoor events and was able to increase the awareness of and access to this great nutritional resource. One TI has also coordinated a mobile farmer's market on TI with the Agricultural Institute of Marin to have the Rolling Root Farmer's Market come to TI weekly beginning in the Spring of 2022.

Through our participation and partnership with the United Way's Earn it, Keep it, Save it free tax preparation program, over 300 current and back tax returns were completed by One TI tax staff and our tax site volunteers this year, representing a total refund amount of \$879,085. We also partnered with Operation Hope to provide a business development series for island residents.

One Treasure Island (“Contractor”) shall provide all labor, materials, and equipment necessary to:

- **Coordinate and facilitate the participation and implementation of community-based service organizations in the long-term development of Treasure Island**

Specifically:

- **Participate in the development of the affordable housing component of the proposed development plan as specified in the One Treasure Island agreement & Provide expertise in affordable housing financing, programming and planning**

This was another very busy year for TI affordable housing. This section will be organized into the following sections: Individual Authority Parcel Development, Overall Affordable Housing Program, and Transition Housing Rules and Regulations Implementation

Individual Authority Parcel Development

Star View Court aka Parcel C3.1

In partnership with MOHCD, Mercy, Catholic Charities and many other major stakeholders closed Treasure Island Parcel C3.1, renamed to Star View Court, the second affordable housing development and second vertical new multifamily development on Treasure Island. One TI member Mercy Housing California is the developer and One TI member Catholic Charities is the service provider. TIDA was instrumental in the closing of this deal. This deal was the first HCD California Housing Accelerator program to close in the state (TIDA participated in the joint entity funding application totaling over \$55 million) and needed to coordinate amongst three HCD funding programs. Construction is scheduled for completion in 2nd quarter 2024 and will include 138 housing units inclusive of 1 manager's unit contained in a 7-story building with a large center courtyard. Of the 138 units, 71 units are Catholic Charities permanent supportive housing (PSH) replacement housing units, 23 units are Transition Units for Treasure Island Legacy Households, and 43 units are new affordable housing units for which income qualifying Legacy and Vested Residents receive a priority.

As part of closing the deal we had to ensure that TIDA was meeting its responsibilities as part of the Transportation and Sustainable Infrastructure component of the AHSC award. After years of delay both the AHSC Standard Agreement and Disbursement Agreement were executed. This means that the project can start billing for a portion of the Southgate project in third quarter 2022 and the ferry plaza facilities when complete and contribution towards AC Transit Buses by 2025.

Maceo May aka Parcel C3.2

Maceo May, a partnership between Swords to Plowshares and CCDC is the first Treasure Island affordable housing development and first vertical multifamily residential development on TI. It will provide permanently affordable and supportive housing to current and formerly homeless veterans. It closed during the pandemic in April 2020 and will begin lease up in February 2023. One TI continues to meet with staff on a monthly basis, work on lease up and trouble shoot challenges that have occurred during construction.

Parcel E1.2 – HR360 and Mercy Housing

In order to capitalize on new state funding known as BHCIP and CCE (<https://www.infrastructure.buildingcalhhs.com>) which is geared towards the provision of behavioral health we identified an earlier parcel for development for the HR360 replacement units. This project will be a partnership that includes One TI members HealthRight 360, Mercy Housing, TIDA, Department of Public Health and MOHCD. Parcel E1.2 on Treasure Island will be shared by HR360 and Mercy Housing. Mercy is serving as the turnkey developer on behalf of HR360. The affordable housing side of the parcel will be approximately 100 studio and one bedroom units and the HR360 portion of the parcel will be approximately 250 residential treatment and step down beds.

We facilitated an on-site kick off meeting with the architect and are aiming to apply for funds in mid-July.

Predevelopment funding via TIDA is expected to transfer to MOHCD so predevelopment loans can be issued.

HomeRise

One TI has been in dialogue with all stakeholders (HomeRise, MOHCD, TIDA, HSH) to work on the conditions that would allow current units to be replaced. Predevelopment activities are projected to start summer 2022.

Overall Affordable Housing Program Scope

In addition to coordinating, developing agendas and minutes & materials for bi monthly meetings with TIDA staff and a monthly meeting with TIDA staff and MOHCD, as well as outreach to ONE TI housing members, One Treasure Island and its consultant Bonnewit Development Services (BDS) accomplished the following in FY 2021/22:

- Facilitating Disbursement agreement and execution of covenants on Star View Courts as part of TIDA's IIG funding grant
- Facilitating implementation of Maher requirements for Star View Courts, Maceo May and future affordable housing
- Progress on establishing implementation of First Source agreements for Authority parcels
- Bringing new staff at City up to speed with overall Treasure Island development program
- Implementation of MOU between MOHCD and TIDA
- Continue to update affordable housing proformas and gap analysis for future TI affordable projects, including interfacing with MOHCD and capital planning
- Analysis of overall unit count to ensure existing parcels meet DDA affordable unit obligations
- Liaison as needed between affordable housing development teams and TICD and TIDA for coordination of horizontal work on TI
- Ongoing analysis and advocacy of current affordable housing capital funding sources including federal, state, local funds, state HCD programs such as the Accelerator program IIG, AHSC, LHTEF, tax credit equity, CDLAC, and TI project generated sources
- Liaison between affordable housing developers and TIDA with MOHCD, TICD, Planning and other TI stakeholders
- Development of fact sheets for each affordable project and templates for market rate

- Preparation for future projects to have easy access to all information needed in order to work on TI
- Ongoing efficiencies analysis to maximize opportunities on Treasure Island
- Preparation for sub phase 2 based on lessons learned in subphase 1
- Coordination liaison for Maceo May and TIDA during construction period
- Parcel C3.1 weekly meetings with MOHCD and MHC regarding predevelopment funding, MOHCD gap funding, tax credit and bond funding application
- Parcel C3.1 community engagement planning
- HR360/MHC pre-conceptual work to advocate for potential partnership with DPH

Transition Housing Rules and Regulations

- Active development of Transition Housing Implementation Procedures in partnership with MOHCD, TIDA, ARWS to ensure Pre-DDA/Legacy Household Transition units are allocated in accordance with the DDA
- Creation of TIR preference within MOHCD's DAHLIA for Legacy and Vested Residents to ensure priority in affordable housing and inclusionary units that will be allocated via MOHCD's DALIA Lottery system
- Legacy HH Ranking engagement campaign
- Legacy Household Ranking occurred May 5, 2022
- Tracking all unit delivery on TI
- Ongoing feasibility analysis for absorbing pre-DDA households into affordable housing projects both financially and operationally

Pre apprenticeship/construction jobs program

One TI works directly with clients who want to enter the trades and offers one on one employment counseling services to provide information on apprenticeships and requirements to enter the trades. We continue to partner with EcoBay Services, NATEC International, Inc., Local #67 and Local #261, and Dunn-Edwards Painting to operate an 8-week Construction Training Program (CTP). We do extensive outreach, recruitment and screening of potential trainees in addition to finding partners to provide soft skills such as Life Skills training and math. We have employers and union representatives provide presentations as well as provide workshops and coaching on personal financial management.

For the cycles completed during this fiscal year (**CTP-10 and CTP-11**) we screened an initial **92** applicants, and had a total of **25** trainees who successfully completed the training. The average wage after placement was **\$21.38** an hour. In addition to receiving an OSHA 10 certificate, trainees also received the following certificates: Covid-19 in the workplace, Confined Space, Traffic & Flagging Control, Hearing Conservation, Heat Illness, Sexual Harrassment in the Workplace, 40Hr Hazzwoper, First Aid/CPR, 8hr Fall Protection, 8hr Trenching and Excavation, 8hr Rigging and Signaling, Silica, Lockout/Tagout, Arcflash NFPA, and Industrial Painting (in partnership with Dunn-Edwards painting). Trainees were also trained in preparation for the Class B License Permit Exam. All program graduates placed with construction contractors are provided a starter set of tools, hard hat and are entered into the union prior to job placement.

Due to COVID 19, One TI has been piloting online, virtual training classes with our training partners, **but we are set to return to in-person training for our upcoming program cycle.** One TI has been doing online orientations and screenings and conducting the physical tests in person; over 40 candidates have been screened to begin the next training program, set to start **June 6th 2022 with an estimated class size of 15.**

CTP hires also participated in the remediation of Building 401 conducted by EcoBay, with oversight by Van Brunt Associates.

Community Serving Support Activities Included (in addition those noted above under Ship Shape):

- Created a bi monthly newsletter and continued to create and/or distribute updated resource flyers on employment and financial services, family and youth resources, public health information and COVID testing as well as resource updates on our website.
- Implemented and coordinated Nourish Treasure Island, a 10-month food security and diversity program that provided access to free meals 5 days per week for island residents using island businesses and food trucks.
- Hosted and/or supported small, socially distanced events and holiday celebrations during COVID. Also hosted other safely distanced, outside events such as National Night Out and the Spring Fling as well as supported resident led events by TI Parent Council or Residents Supporting Community.
- Continued to manage Resident Support Line to offer resources to island residents such as gift cards, supplemental food, PPE, referrals for services, and information sharing.
- Created an Oral History Project in collaboration with the TI Museum featuring island residents and worker stories from 1997 to present to debut in June 2022.
- Research, outreach and distributed back up batteries to island residents with a health support device.
- **Provide third-party consultant support of planning efforts to integrate community facilities needs in the new development**

This year we focused on the next steps indicated in the Mixed Income Strategies and Community Needs Assessment Update Reports accomplished in the previous fiscal year. One TI provided coordination and participated in this ongoing effort to successfully create an equitable and thriving mixed income neighborhood. Activities included:

- Creation of a next steps matrix after completion of the Community Facilities Needs Assessment Update and Mixed Income Strategies Reports for Retail and Community Facilities
- Provided twice monthly meeting coordination of Community Planning meetings with One TI, TIDA and TIDG to discuss planning, implementation and priorities for community facilities, retail and amenities identified in the reports.

- Coordinated meetings with representatives from different agencies to explore various models for implementation of plans: University City District (Philadelphia), Yerba Buena Conservancy, Yerba Buena CBD.
- Coordination with TIDA Finance Director for meetings with OECE and LIIF on childcare center funding and OEWD on BIDS/CBDS.

Other Community Planning work conducted and supported by One TI to advance equity and inclusion in the future redevelopment included:

- Supplemental transportation planning with TIMMA: Coordinating a Supplemental Transportation Study workgroup and island -wide survey distribution to understand the transportation patterns of island residents and workers with the goal of making a recommendation to the TIMMA & TIDA Boards on supplemental transportation options.
- Non-profit Tolling Policy meeting coordination with TIMMA and outreach to One TI member organizations

1 [One Treasure Island Professional Services Agreement]

2 **Resolution Approving and Authorizing the Execution of a Professional Services**
3 **Agreement between the Treasure Island Development Authority and the One Treasure**
4 **Island for Fiscal Year 2022-2023.**

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

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

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

17 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
18 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
19 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority
20 as a redevelopment agency under California redevelopment law with authority over the Base
21 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the
22 Base which are subject to Tidelands Trust, vested the authority to administer the public trust
23 for commerce, navigation and fisheries as to such property in the Authority; and,

24 WHEREAS, The Board of Supervisors approved the designation of the Authority as a
25 redevelopment agency for Treasure Island in 1997; and,

1 WHEREAS, The City and County of San Francisco, as the predecessor Local Reuse
2 Authority for the Base, negotiated a proposed Base Closure Homeless Assistance Agreement
3 and Option to Lease Real Property (the "Homeless Assistance Agreement") with the One
4 Treasure Island ("One Treasure Island"), a consortium of nonprofit corporations organized to
5 utilize the available resources of the Base to help fill gaps in the continuum of care for
6 homeless persons and families, pursuant to the Base Closure Community Redevelopment
7 and Homeless Assistance Act of 1994; and,

8 WHEREAS, The Authority's purchasing policy and procedures authorize non-
9 competitive negotiations for contracts in furtherance of the Homeless Assistance Agreement;
10 and,

11 WHEREAS, The Authority has supported One Treasure Island pursuant to the Base
12 Closure Community Redevelopment and Homeless Assistance Act of 1994 by contracting
13 with One Treasure Island for the performance of services related to (i) the coordination and
14 facilitation of community-based homeless service organizations in Treasure Island community
15 activities; (ii) participation in the development process to support development plans which
16 implement the executed One Treasure Island Agreement; (iii) development of housing units
17 allocated to One Treasure Island under the One Treasure Island Agreement; (iv) develop and
18 implement pre-apprentice training program based on deconstruction of nuisance properties /
19 structures on Treasure Islands (v) operation of a job broker system and economic self-
20 sufficiency programs for Island residents; and (vi) implement community serving and
21 development components, Job Broker and First Source compliance and economic
22 development opportunities as indicated in the One Treasure Island Agreement and Jobs and
23 Equal Opportunity Program ("JEOP") (collectively, the "Services");

24 WHEREAS, As per JEOP, Treasure Island Community Development ("TICD") shall
25 provide funding to Authority upon request for the exclusive purposes of funding the One

1 Treasure Island Job Broker Program and the job training and workforce development for all
2 Construction Work and all for permanent workforce development (the "Job Broker Program
3 Subsidy"); and, WHEREAS; and,

4 WHEREAS, the current contract between the Authority and One Treasure Island for the
5 Services expires June 30, 2022; and,

6 WHEREAS, The Authority and One Treasure Island have negotiated a new
7 professional services agreement (the "Agreement") for the continued performance of the
8 Services commencing on July 1, 2022 with a not to exceed contract amount of \$1,965,000.00
9 to support One Treasure Island's mission and to provide services to the Treasure Island
10 community for FY 2022-2023; and,

11 WHEREAS, Compensation shall be payable as follows: July 1, 2022 through June 30,
12 2023 twelve (12) monthly payments of \$18,750.00 totaling \$225,000.00 for contract services
13 excluding: (i) Job Broker Program Subsidy (\$500,000.00) - funding provided by TICD to the
14 Authority and payable to One Treasure Island upon invoice as specified in the JEOP; (ii) Pre-
15 apprentice training program based on deconstruction and demolition of nuisance properties /
16 structures on Treasure Islands (\$1,000,000.00); (iii) Affordable Housing Financing
17 Consultation (\$95,000.00) payable to One Treasure Island upon invoice; Community Facilities
18 Planning (\$120,000.00) payable to One Treasure Island upon invoice; and (iv) Child and
19 Youth Needs Initiatives (\$25,000.00) payable to One Treasure Island upon invoice; and,

20 WHEREAS, One Treasure Island represents and warrants that it is qualified to perform
21 the Services required by the Authority as set forth under the Agreement; now, therefore be it

22 RESOLVED, That the Authority hereby authorizes the Treasure Island Director to
23 execute the Agreement, effective July 1, 2022, with One Treasure Island for an amount not to
24 exceed \$1,965,000.00, in substantially the form of the Agreement attached hereto as Exhibit
25 A; and, be it

