

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

Subject: Resolution Approving and Authorizing the Execution of an Eighth Amendment to The Professional Services Agreement between the Treasure Island Development Authority and Young Men’s Christian Association of San Francisco (formerly Embarcadero YMCA, a Branch of the YMCA of San Francisco), a California non-profit corporation to extend the Term with a contract amount of \$205,000.00 for fiscal year 2022-2023. (Action Item)

BACKGROUND

On September 11, 2013, the Treasure Island Development Authority (the “Authority”) Board of Directors approved a Professional Services Agreement (the "Agreement") with the Young Men’s Christian Association of San Francisco (formerly Embarcadero YMCA, a Branch of the YMCA of San Francisco), a California non-profit corporation (the “YMCA”), for operation of the Treasure Island Gymnasium (aka “Building 402”) and programming of recreational services along with after school program activities. The YMCA was selected in accordance with a competitive solicitation process in which the YMCA received the highest score. The Agreement commenced on October 1, 2013.

In July 2013 and July 2014, the Authority Board of Directors approved First and Second Amendments to the Agreement to provide temporary after-school activities which served as a source of stability for Island youth. The YMCA has continued providing these essential services and resources to the Island’s young people through a direct agreement with the Department of Children Youth and Families (“DCYF”).

In 2016 the Authority contracted with the Treasure Island Homeless Development Initiative, now known as One Treasure Island, to prepare a Youth and Family Needs Assessment and Service Plan (the “Needs Assessment”). In September, 2017, based on recommendations suggested in the Needs Assessment, the Authority Board of Directors approved a Third Amendment to the Agreement which expanded Treasure Island Gymnasium Hours of Operation. On July 1, 2018, the Authority Board approved a Fourth Amendment to extend the term through November 30, 2022. On April 10, 2019, the Authority Board approved a Fifth Amendment to the Agreement effective May 1, 2019 to increase the contract amount from \$190,000.00 to \$205,000.00 in order to compensate for additional costs related to expanded hours of operations. On June 10, 2020, the Authority Board approved a Sixth Amendment to the Agreement effective July 1, 2020 to increase the contract amount from \$205,000.00 to \$455,000.00 for fiscal year 2020-2021 in order to perform Tenant Improvements consisting of (i) remodeling areas of the gymnasium so that the YMCA can expand its classroom space to address new COVID 19 requirements; and (ii) develop new food handling facility to accommodate SFUSD’s food program along with allowing the YMCA to utilize the food

handling area to conduct healthy food education and cooking classes for Island residents. Lastly, on September 14, 2020, the Authority Board approved a Seventh Amendment to the Agreement effective September 14, 2020 to increase the contract amount from \$455,000.00 to \$472,000.00 for fiscal year 2020-2021 in order to provide up to two months of funding for a YMCA staffed Learning Hub for 7th and 8th grade students.

Project Staff and YMCA have negotiated an Eighth amendment to the Agreement effective July 1, 2022 with a contract amount of \$205,000.00 for fiscal year 2022-2023.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

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

Effective Date: July 1, 2022

Compensation: **July 1, 2022 to June 30, 2023:**
Program Expenses-
Annual Compensation of up to two hundred and five thousand dollars (\$205,000.00), payable as follows:

Twelve equal monthly installments of \$17,083.33

BUDGET IMPACT

The Agreement provides YMCA with an amount not to exceed \$205,000.00 during FY 2022-2023. This amount represents no change from FY 2021-2022 budget.

RECOMMENDATION

Project staff recommends that the Authority Board of Directors approve the proposed Eighth Amendment to the Professional Services Agreement with the Young Men's Christian Association of San Francisco, and authorize the Treasure Island Director or his designee to execute said Amendment subject to the additional terms and conditions set forth above.

EXHIBITS

Exhibit A- Eighth Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Young Men's Christian Association of San Francisco

Prepared by: Jack Nathanson, Events and Leasing Manager
For: Robert Beck, Treasure Island Director

EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Eighth Amendment"), dated for reference purposes only as of July 1, 2022, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (the "Authority"), and Young Men's Christian Association of San Francisco (formerly Embarcadero YMCA, a Branch of the YMCA of San Francisco), a California nonprofit corporation (the "Contractor").

RECITALS

A. The Authority and the Contractor entered into that certain Professional Services Agreement dated for reference purposes as October 1, 2013 (the "Original Agreement"), for recreational facilities on Treasure Island, as more particularly described in the Original Agreement. The Original Agreement was amended pursuant to a First Amendment (the "First Amendment") dated July 1, 2013, a Second Amendment (the "Second Amendment") dated July 1, 2014, a Third Amendment (the "Third Amendment") dated October 1, 2017, a Fourth Amendment (the "Fourth Amendment") dated July 1, 2018, a Fifth Amendment (the "Fifth Amendment") dated May 1, 2019, a Sixth Amendment (the "Sixth Amendment") dated June 1, 2020, and a Seventh Amendment (the "Seventh Amendment") dated September 14, 2020.

B. The Authority and the Contractor desire to amend the Original Agreement for Fiscal Year 2022-2023 on the terms and conditions set forth in this Eighth Amendment.

C. The Original Agreement as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and this Eighth Amendment are collectively referred to as the "Agreement". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Agreement.

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

AGREEMENT

- 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
- 2. Effective Date.** The effective date of this Eighth Amendment shall be July 1, 2022 (the "Effective Date").
- 3. Term of the Agreement.** As of the Effective Date, Section 2 of the Original Agreement shall be amended to read as follows:

"Subject to Section 1, the term of this Agreement shall be from October 1, 2013 to June 30, 2023."

4. **Compensation.** As of the Effective Date, Section 5 of the Original Agreement shall be amended to read as follows:

"Compensation shall be made in monthly payments on or before the **Tenth** day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Director, in his or her sole discretion, concludes has been performed as of the **Final** day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Two Hundred and Five Thousand Dollars (\$205,000.00)** for Fiscal Year 2022-23. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments."

5. **Counterparts.** This Eighth Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

6. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

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

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____

Robert P. Beck
Treasure Island Director

CONTRACTOR:

**Young Men’s Christian Association of San Francisco
a California non-profit corporation**

By: _____

Its: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____

Deputy City Attorney

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

**Appendix B
Calculation of Charges**

**Compensation: July 1, 2022 to June 30, 2023:
 Program Expenses-
 Annual Compensation of up to two hundred and five thousand
 dollars (\$205,000.00), payable as follows:**

Twelve equal monthly installments of \$17,083.33

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

1 [YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN FRANCISCO – Amendment to
2 increase contract amount]

3 **Resolution Approving and Authorizing the Execution of an Eighth Amendment to The**
4 **Professional Services Agreement between the Treasure Island Development Authority**
5 **and Young Men's Christian Association of San Francisco (formerly Embarcadero**
6 **YMCA, a Branch of the YMCA of San Francisco), a California non-profit corporation to**
7 **extend the Term with a contract amount of \$205,000.00 for fiscal year 2022-2023.**

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

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

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

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

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

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

6 WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of
7 the Authority as the redevelopment agency for Treasure Island under California Community
8 Redevelopment Law in Resolution No. 11-12; although such rescission does not affect
9 Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust
10 trustee for the portions of Treasure Island subject to the Tidelands Trust, or any other powers
11 or authority of the Authority; and,

12 WHEREAS, On September 11, 2013, the Treasure Island Development Authority (the
13 "Authority") Board of Directors approved a Professional Services Agreement (the
14 "Agreement") with the Young Men's Christian Association of San Francisco (formerly
15 Embarcadero YMCA, a Branch of the YMCA of San Francisco), a California non-profit
16 corporation (the "YMCA"), for operation of the Treasure Island Gymnasium (aka "Building
17 402") and programming of recreational services along with after school program activities;
18 and,

19 WHEREAS, In July 2013 and July 2014, the Authority Board of Directors approved First
20 and Second Amendments to the Agreement to provide temporary after-school activities which
21 served as a source of stability for Island youth; and,

22 WHEREAS, In 2016 the Authority contracted with the Treasure Island Homeless
23 Development Initiative, now known as One Treasure Island, to prepare a Youth and Family
24 Needs Assessment and Service Plan (the "Needs Assessment"); and,
25

1 WHEREAS, In September, 2017, based on recommendations suggested in the Needs
2 Assessment, the Authority Board of Directors approved a Third Amendment to the Agreement
3 which expanded Treasure Island Gymnasium Hours of Operation; and,

4 WHEREAS, On July 1, 2018, the Authority approved a Fourth Amendment to extend
5 the term through November 30, 2022; and,

6 WHEREAS, On April 10, 2019, the Authority Board approved a Fifth Amendment to the
7 Agreement effective May 1, 2019 to increase the contract amount from \$190,000.00 to
8 \$205,000.00 in order to compensate for additional costs related to expanded hours of
9 operations; and,

10 WHEREAS, The Authority Board approved a Sixth Amendment to the Agreement
11 effective July 1, 2020 to increase the contract amount from \$205,000.00 to \$455,000.00 for
12 fiscal year 2020-2021 in order to perform Tenant Improvements consisting of (i) remodeling
13 areas of the gymnasium so that the YMCA can expand its classroom space to address new
14 COVID 19 requirements; and (ii) develop new food handling facility to accommodate SFUSD's
15 food program along with allowing the YMCA to utilize the food handling area to conduct
16 healthy food education and cooking classes for Island residents; and,

17 WHEREAS, On September 14, 2020, the Authority Board approved a Seventh
18 Amendment to the Agreement effective September 14, 2020 to increase the contract amount
19 from \$455,000.00 to \$472,000.00 for fiscal year 2020-2021 in order to provide up to two
20 months of funding for a YMCA staffed Learning Hub for 7th and 8th grade students; and,

21 WHEREAS, Project Staff and YMCA have negotiated an Eighth amendment to the
22 Agreement effective July 1, 2022 with a contract amount of \$205,000.00 for fiscal year 2022
23 2023; now therefore be it,
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1 RESOLVED That the Authority hereby authorizes the Treasure Island Director or his
2 designee to execute the Agreement with The YMCA in substantially the form attached hereto
3 as Exhibit A; and be it

4 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
5 the Agreement will serve the goals of the Authority and the public interests of the City, and (ii)
6 the terms and conditions of the Agreement are economically reasonable; and be it

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

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CERTIFICATE OF SECRETARY

17 **I hereby certify that I am the duly elected Secretary of the Treasure Island**
18 **Development Authority, a California nonprofit public benefit corporation, and that the**
19 **above Resolution was duly adopted and approved by the Board of Directors of the**
20 **Authority at a properly noticed meeting on June 8, 2022.**

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Mark Dunlop, Secretary

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