

AGENDA ITEM 7b
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 8, 2023

Subject: Resolution Retroactively Approving and Authorizing the Execution of a Sixth Amendment to the Memorandum of Agreement between the Treasure Island Development Authority and San Francisco County Transportation Authority to compensate the Authority for costs relating to Yerba Buena Island Vista Point at Quarters 9 and Pier E2 operations, maintenance, traffic control, security, and shuttle services through December 31, 2023. (Action Item)

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone 415-274-3365

BACKGROUND

On December 17, 2013, the San Francisco County Transportation Authority (“SFCTA”), in its capacity as San Francisco’s Congestion Management Agency (“CMA”), approved award of the I-80 / Yerba Buena Island West Bound Ramps Improvement Project, and SFCTA’s contractor started work in January 2014. The San Francisco Oakland Bay Bridge (“SFOBB”) Bicycle/Pedestrian Path on Yerba Buena Island opened in October 2016 prior to completion of the Yerba Buena Island I-80 West Bound Ramps Improvement Project. The Vista Point Improvements constructed by the SFCTA in connection with the Bicycle/Pedestrian Path included temporary facilities such as restrooms, hydration stations, and public seating/viewing areas. These improvements are located adjacent to U.S. Coast Guard Quarters 9 for use by bicyclists and pedestrians on Yerba Buena Island.

On October 12, 2016, the Treasure Island Development Authority (the “Authority”) Board of Directors approved a Memorandum of Agreement (the "Agreement") with the SFCTA, to compensate the Authority for costs relating to Yerba Buena Island Vista Point Operations, Maintenance, Traffic Control, Security, and Shuttle Services for the period from November 1, 2016 to June 30, 2017. Authority and SFCTA entered into that certain First Amendment to Memorandum of Agreement dated as of July 1, 2017 (the “First Amendment”), Second Amendment to Memorandum of Agreement dated as of July 1, 2018 (the “Second Amendment”), Third Amendment to the Agreement dated as of July 1, 2019 (the "Third Amendment"), Fourth Amendment to Memorandum of Agreement dated as of November 1, 2019 (the “Fourth Amendment”), and Fifth Amendment to Memorandum of Agreement dated as of March 15, 2021 (the “Fifth Amendment”) to amend the Original Agreement to extend the Term and adjust the Description of Services and Calculation of Charges.

Project Staff and SFCTA are requesting the Authority Board to approve the proposed Sixth Amendment to the Agreement (the "Sixth Amendment") to continue utilizing the Authority’s resources to oversee Operations, Maintenance, Traffic Control, Security, and Shuttle Services at

the Yerba Buena Island Vista Point facility at Quarters 9 and Pier E2 through December 31, 2023, and compensate the Authority for these additional service expenses. SFCTA has allocated an amount not to exceed \$1,995,000.00 to cover expenses related to the Agreement for the period from November 1, 2016 through December 31, 2023.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Sixth Amendment to the Memorandum of Agreement include the following:

Location: Vista Point at Quarters 9 and Pier E2, Yerba Buena Island

Commencement Date: July 1, 2022

Term: November 1, 2016 to December 31, 2023

Compensation: The SFCTA shall compensate Authority for scope of work outlined in Appendix A, "Description of Services" for an amount not to exceed \$1,995,000.00 for providing these continued services for the period of November 1, 2016 to December 31, 2023.

TASK 1

Janitorial / Trash

Disposal Services:

- (1) Toolworks Inc. to provide daily services to maintain the restrooms (including materials and supplies) at Vista Point Quarters 9 and Pier E2; and
- (2) Recology to provide trash/recycling disposal services.

TASK 2

Landscape

Maintenance Services:

Rubicon to provide routine landscape maintenance services at Vista Point Quarters 9 and Pier E2.

TASK 3

Security Services:

Admiral Security Services to provide as needed security service to Vista Point Quarters 9 and Pier E2.

TASK 4

Portable Restroom Facilities:

Unite Site Services to provide portable restrooms facilities for Vista Point Quarters 9 and Pier E2.

BUDGET IMPACT

The Memorandum of Agreement will not affect Authority's budget for FY 2022-23 as SFCTA is compensating the Authority for these services.

RECOMMENDATION

Project Staff recommends retroactive approval of the Sixth Amendment to the Memorandum of Agreement between the Treasure Island Development Authority and San Francisco County Transportation Authority to compensate the Authority for costs relating to Yerba Buena Island Vista Point at Quarters 9 and Pier E2 Operations, Maintenance, Traffic Control, Security, and Shuttle Services for the period from November 1, 2016 through December 31, 2023, and authorize the Treasure Island Director to execute the Sixth Amendment to the Memorandum of Agreement.

EXHIBITS

Exhibit A. Sixth Amendment to the Memorandum of Agreement between the Treasure Island Development Authority and San Francisco County Transportation Authority

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, CA 94130**

**SIXTH AMENDMENT TO MEMORANDUM OF AGREEMENT
Yerba Buena Island Vista Point at Quarters 9 and Pier E2
Operations, Maintenance and Security Services**

THIS SIXTH AMENDMENT TO MEMORANDUM OF AGREEMENT (this “Sixth Amendment”), dated for reference purposes only as of July 1, 2022, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation (“TIDA”), and SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY (“SFCTA”).

RECITALS

A. TIDA and SFCTA entered into that certain Memorandum of Agreement dated for reference purposes as November 1, 2016 (the "Original Agreement"), for utilizing TIDA resources to oversee the Yerba Buena Island Vista Point Operations, Maintenance, Traffic Control, Security, and Shuttle Services for the period from November 1, 2016 through June 30, 2017, and compensate TIDA for these services as outlined in the Original Agreement.

B. TIDA and SFCTA entered into that certain First Amendment to Memorandum of Agreement dated as of June 1, 2017 (the “First Amendment”), that certain Second Amendment to Memorandum of Agreement dated as of July 1, 2018, that certain Third Amendment to Memorandum of Agreement dated as of July 1, 2019, that certain Fourth Amendment to Memorandum of Agreement dated as of November 1, 2019, and that certain Fifth Amendment to Memorandum of Agreement dated as of March 15, 2021 to amend the Original Agreement to extend the Term and adjust the Description of Services and Calculation of Charges.

C. TIDA and SFCTA desire to further amend the Original Agreement to extend the term and adjust the Description of Services and Calculation of Charges on the terms and conditions set forth in this Sixth Amendment.

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, TIDA and SFCTA 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 Sixth Amendment shall be July 1, 2022 (the “Effective Date”).

3. **Agreement Purpose.** As of the Effective Date, the first paragraph of Section 1 of the Original Agreement shall be amended to read as follows:

“a. **SFCTA:**

- i. The SFCTA in cooperation with the Bay Area Toll Authority (“BATA”) will be responsible for (1) construction of the Vista Point facility located at Quarters 9 on Yerba Buena Island, including operations, maintenance, traffic control, security, and shuttle services, and (2) operations and maintenance of the New Vista Point at Pier E2 on Yerba Buena Island once Pier E2 is clear of construction activities, all in a manner sufficient to complete the scope of work outlined in Appendix A, “Description of Services” attached hereto and incorporated by reference as though fully set forth herein.
- ii. The SFCTA shall compensate TIDA for scope of work outlined in Appendix A, “Description of Services” for services rendered for the period of November 1, 2016 to December 31, 2023. Total compensation for the period of November 1, 2016 to December 31, 2023 shall not exceed One Million Nine Hundred and Ninety-Five Thousand Dollars (\$1,995,000.00). TIDA shall provide SFCTA with separate quarterly invoices and appropriate supporting documentation for services completed in the immediately preceding period for the Vista Point facility at Quarters 9 and Pier E2. Compensation shall be made for services identified in the invoice that the Treasure Island Director, in his sole discretion, concludes has been satisfactorily performed.

b. **TIDA:**

- i. Allocate TIDA existing service resources in a manner sufficient to complete the scope of work outlined in the “Description of Services” Appendix A.”

4. **Term.** As of the Effective Date, the first paragraph of Section 2 of the Original Agreement shall be amended to read as follows:

“The term of this Agreement shall be from November 1, 2016 to December 31, 2023. Time extensions shall be by amendment to this Agreement and by mutual agreement between the Parties.”

5. **Counterparts.** This Sixth 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 TIDA and the SFCTA have executed this Sixth Amendment to Memorandum of Agreement on the date set forth above:

**SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY**

**The City and County of San Francisco,
acting by and through the TREASURE
ISLAND DEVELOPMENT AUTHORITY**

Recommended by:

Approved by:

**Cynthia Fong
Deputy Director for Finance and
Administration**

**Robert Beck
Treasure Island Director**

Approved by:

**APPROVED AS TO FORM:
DAVID CHIU, City Attorney**

**Tilly Chang
Executive Director**

Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

**Appendix A
Description of Services**

At the request of the SFCTA, TIDA shall provide the following (1) Janitorial, Landscape Maintenance, Portable Restroom Facilities, Traffic Control, Security, and Shuttle Services for Vista Point at Quarters 9, Yerba Buena Island, on behalf of the SFCTA commencing on November 1, 2016 through December 31, 2023, and (2) Operations and Maintenance of Vista Point at Pier E2, Yerba Buena Island, commencing upon the completion of construction activities on Pier E2 through December 31, 2023.

TASK 1:

Janitorial / Trash Disposal Services:

TIDA shall continue its existing services agreement with (1) Toolworks Inc., a California nonprofit corporation (Toolworks) to provide daily services to maintain the restrooms (including materials and supplies) at Vista Point; and (2) Recology to provide trash/recycling disposal services.

Toolworks will provide the following janitorial services:

Restrooms

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

Drinking fountain

- Clear bowl of any debris
- Disinfect station

Outside trash receptacles

- Wipe down outer surface
- Empty and change liners

Rest area

- Wipe down benches
- Wipe down interpretive sign

Materials and Supplies

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

Recology (Disposal Service)

- trash/recycling disposal services

TASK 2:**Landscape Maintenance Services:**

TIDA shall continue its existing landscape services agreement with Rubicon Inc., a California nonprofit corporation (Rubicon) to provide routine landscape maintenance services at Vista Point.

Rubicon will provide routine and adjunct services on a five day (Monday through Friday) basis, and weekends as needed for the following landscape maintenance services:

- Blowing – Clean street, parking areas, sidewalks and turf areas of plant debris;
- Detailing – Clean plant beds, remove weeds and debris, general plant bed maintenance;
- Disease and Insect Control – Address plant disease and insect problems using Integrated Pest Management techniques;
- Edging – Trim turf at edge of pavement;
- Empty Trash – Empty public trash receptacles;
- Mowing – Cut grass in irrigated and non-irrigated areas;
- Mulch – Maintain 2” minimum mulch layer in plant beds;
- Litter Pickup – Removal and disposal of litter from parking areas, sidewalks and turf areas, including small tree limbs;
- Process Plant Debris – Using grinder and chipper, grind and chip green waste, and maintain compost pile;
- Trimming – Trim around trees, shrubs, obstacles, etc.; and
- Watering – watering plants and grass areas as necessary;

TASK 3:**Security Services:**

TIDA shall continue its existing security services agreement with Admiral Security Services (Admiral) to provide additional as needed security service to Vista Point from November 1, 2016 through December 31, 2023. Security services to Vista Point shall include opening and closing entrance gates, patrolling area, enforcing rules, monitoring access to the property, monitoring the perimeter, checking and maintaining safety standards, and maintaining an appearance on property to be noticed by any potential threat.

Security Services shall include but are not limited to:

- Cellular phone available on site to be answered and used by security at all times;
- As needed Security Cameras (to be provided by US Alarm and monitored by Admiral)
- Laptop terminal with custom security software and email ready communication;
- RFID Patrol Tour System reports show precise officer patrols at specific locations;

- Supervisory vehicle patrols that provide internal checks as well as 24/7 back up response;
- Full professional uniforms with duty belt to hold accessories needed for the environment;
- Online digital Daily Activity Reports that are built and customized for this property - (i) Reports will include but not limited to: Guest Log, Maintenance Requests, Patrol Reports, Daily Observations, Officer Name and schedule... etc., and (ii) Paperless system, ecological friendly
- Online digital Incident Reports contain exact details with photos of Who, What Were, When & How – (i) Reports include live pictures, and video attachments of the incident; (ii) Typed and delivered via email to all relevant parties and approved distribution list; (iii) Reports are designed to be used with police reports or insurance claims; and Paperless system, ecological friendly.

TASK 4

Portable Restroom Facilities:

TIDA shall continue its existing services agreement with United Site Services, a California corporation (United) to lease portable restrooms facilities for Vista Point.

TASK 5

Transportation Shuttle Services:

TIDA shall utilize existing services to provide shuttle services to and from the Treasure Island designated parking lot to Vista Point. Services shall be for from Sunup to Sundown, weekends and holidays only, for the period from November 1, 2016 through June 30, 2022.

TASK 6

Operations and Maintenance of New Vista Point, Pier E2:

TIDA shall perform or caused to be performed the following services at Pier E2:

- Performing cleaning and repairs to all path surfaces, replacement of any trees or other plant materials that die or become unkempt, repairs or replacement as needed of any public access amenities such as pathways, signs, benches, trash containers and lights;
- Providing periodic cleanup and removal from the premises of litter and other materials deposited within the access areas, removal of any encroachments into the access areas, removal of graffiti, janitorial services;
- Assuring that the public access and Bay Trail signs remain in place and visible
- Reporting significant maintenance or repair needs to BATA and Caltrans;
- Providing restroom or Portable restroom facilities
- Performing routine maintenance of operational systems and equipment;
- Providing repair and maintenance supplies;
- Providing for pavement and curb repair and replacement, crack sealing, pothole patching, pavement resurfacing, emergency pavement maintenance as a result of normal wear and tear and public use of Pier E2;
- Maintaining Pier E2 in a condition free of litter, debris and graffiti. Litter, debris, and graffiti includes, but is not limited to, all sand, paper, garbage, refuse, and other items resulting from public access;
- Maintaining signage on or immediately adjacent to Pier E2 for the purpose of warning or regulating pier traffic, including roadside, flashing beacons, and advisory signs;

- Maintaining all striping and pavement markings required for the operation of Pier E2, including curb paint;
- Maintaining and replacement of damaged or malfunctioning electrical installations required for public safety;
- Maintaining, repairing, replacing and cleaning of safety devices located within Pier E2, including, but not limited to gates, fences, and pedestrian barricades;
- Providing landscaping, irrigation, and garbage collection services. TIDA shall provide adequate scheduled routine maintenance necessary to maintain a neat and attractive appearance and to prune shrubs, tree plantings, and trees ... TIDA shall furnish water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement. TIDA shall take reasonable measures to control weeds and repair and operate the Pier in a manner that prevents leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel;
- Maintaining, repairing, replacing and cleaning of all drainage facilities, including but not limited to storm drainage grates, inlets, V-ditches;
- Providing regular patrols or 24 hour surveillance of the Pier E2 site.

**Appendix B
Calculation of Charges**

For services from November 1, 2016 through December 31, 2023:

Task/Description	Estimated Amount
Task 1: Janitorial / Trash Disposal Services	\$90,000.00
Task 2: Landscape Maintenance Services	\$48,000.00
Task 3: Security Services	\$235,000.00
Task 4: Portable Restroom Facilities	\$145,000.00
Task 5: Transportation Shuttle Services	\$1,077,000.00
Task 6: Pier E2 Operations and Maintenance	\$400,000.00
TOTAL AMOUNT NOT TO EXCEED	\$1,995,000.00

1 [Sixth Amendment to the Memorandum of Agreement]

2 **Resolution Retroactively Approving and Authorizing the Execution of a Sixth**
3 **Amendment to the Memorandum of Agreement between the Treasure Island**
4 **Development Authority and San Francisco County Transportation Authority to**
5 **compensate the Authority for costs relating to Yerba Buena Island Vista Point at**
6 **Quarters 9 and Pier E2 operations, maintenance, traffic control, security, and shuttle**
7 **services through December 31, 2023.**

8 WHEREAS, Former Naval Station Treasure Island is a military base located on
9 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
10 the United States of America, acting by and through the Department of the Navy; 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, Under the Treasure Island Conversion Act of 1997, which amended
15 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
16 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority
17 as a redevelopment agency under California redevelopment law with authority over the Base
18 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the
19 Base which are subject to Tidelands Trust, vested in the Authority the authority to administer
20 the public trust for commerce, navigation and fisheries as to such property; and,

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

23 WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of
24 the Authority as the redevelopment agency for Treasure Island under California Community
25 Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect

1 Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust
2 trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other
3 powers or authority; and,

4 WHEREAS, On December 17, 2013, the SFCTA, in its capacity as the San Francisco's
5 Congestion Management Agency ("CMA"), approved award of the I-80 / Yerba Buena Island
6 West Bound Ramps Improvement Project, and SFCTA's contractor started work in January
7 2014; and,

8 WHEREAS, The San Francisco Oakland Bay Bridge ("SFOBB") Bicycle/Pedestrian
9 Path on Yerba Buena Island opened in October 2016 prior to completion of the Yerba Buena
10 Island I-80 West Bound Ramps Improvement Project, including reconstruction of the
11 Southgate Road and Bicycle/Pedestrian Path (approach to the I-80 East-Side Ramps), and
12 Macalla Road; and,

13 WHEREAS, The SFCTA in cooperation with the Bay Area Toll Authority ("BATA") is
14 responsible for construction of the Vista Point facility located at Quarters 9 on Yerba Buena
15 Island, including operations, maintenance, traffic control, security, and shuttle services; and,

16 WHEREAS, The Vista Point Improvements on Yerba Buena Island include temporary
17 improvements at U.S. Coast Guard Quarters 9 for use by bicyclists and pedestrians on Yerba
18 Buena Island until completion of the I-80 / Yerba Buena Island West Bound Ramps
19 Improvement Project and reconstruction of Macalla Road; and,

20 WHEREAS, On October 12, 2016, Authority Board of Directors approved a
21 Memorandum of Agreement (the "Agreement") with the SFCTA, to compensate the Authority
22 for costs relating to Yerba Buena Island Vista Point Operations, Maintenance, Traffic Control,
23 Security, and Shuttle Services for the period from November 1, 2016 to June 30, 2017; and,

24 WHEREAS, Authority and SFCTA entered into that certain First Amendment to
25 Memorandum of Agreement dated as of July 1, 2017 (the "First Amendment"), that certain

1 Second Amendment to Memorandum of Agreement dated as of July 1, 2018 (the “Second
2 Amendment”), that certain Third Amendment to Memorandum of Agreement dated as of July
3 1, 2019 (the “Third Amendment”), that certain Fourth Amendment to Memorandum of
4 Agreement dated as of October 9, 2019 (the “Fourth Amendment”), and that certain Fifth
5 Amendment to Memorandum of Agreement dated as of March 15, 2021 (the “Fifth
6 Amendment”) to amend the Original Agreement to extend the Term and adjust the Description
7 of Services and Calculation of Charges; and,

8 WHEREAS, The Authority Project Staff and SFCTA have negotiated a Sixth
9 Amendment to the Memorandum of Agreement (“Sixth Amendment”) to continue utilizing the
10 Authority’s resources to oversee Operations, Maintenance, Traffic control, Security, and
11 Shuttle Services at the Yerba Buena Island Vista Point facility at Quarters 9 and Pier E2
12 through December 31, 2023, and compensate the Authority for these additional service
13 expenses; and,

14 WHEREAS, SFCTA has an amount not to exceed \$1,995,000.00 to cover expenses
15 related to the Agreement for services for the period from November 1, 2016 through
16 December 31, 2023; now, therefore be it

17 RESOLVED, That the Authority hereby authorizes the Treasure Island Director to
18 execute the Sixth Amendment, effective July 1, 2022, with SFCTA for an amount not to
19 exceed One Million Nine Hundred and Ninety-Five Thousand Dollars (\$1,995,000.00) for
20 services rendered for the period of November 1, 2016 through December 31, 2023 in
21 substantially the form of the Agreement attached hereto as Exhibit A; and, be it

22 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Treasure
23 Island Director or his designee to enter into any additions, amendments or other modifications
24 to the Third Amendment that the Treasure Island Director determines in consultation with the
25 City Attorney are in the best interests of the Authority, that do not materially increase the

1 obligations or liabilities of the Authority, that do not materially reduce the rights of the
2 Authority, and are necessary or advisable to complete the preparation and approval of the
3 Sixth Amendment, such determination to be conclusively evidenced by the execution and
4 delivery by the Treasure Island Director or his designee of the documents and any
5 amendments thereto.

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CERTIFICATE OF SECRETARY

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**I hereby certify that I am the duly elected and acting Secretary of the Treasure
Island Development Authority, a California nonprofit public benefit corporation, and
that the above Resolution was duly adopted and approved by the Board of Directors of
the Authority at a properly noticed meeting on February 8, 2023.**

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Mark Dunlop, Secretary

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