

AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of March 13, 2024

Subject: Resolution Approving and Authorizing the Execution of a First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Rubicon Enterprises, Inc., a California nonprofit public benefit corporation, to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2023-2024 (Action Item)

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone 415-274-3365

BACKGROUND

On June 14, 2023, the Treasure Island Development Authority (the “Authority”) Board of Directors approved a Professional Services Agreement (the "Agreement") with Rubicon Enterprises, Inc., a California nonprofit public benefit corporation (“Rubicon”), to provide training and employment opportunities for economically-disadvantaged people. For over twenty-eight years, Rubicon has been providing landscape services to Treasure and Yerba Buena Islands through its Landscape Services Division. Rubicon provides stable employment to disabled and economically disadvantaged individuals from San Francisco. The Treasure Island operation has employed over eighty Rubicon Landscape employees through the One Treasure Island (“One TI”) referral programs. Some of the One TI referrals have been promoted to supervisor positions, and others have moved on to opportunities, including working for SF Recreation and Parks Department and SF Conservation Corps.

The existing Agreement has a budget of \$1,530,000.00 and a Scope of Services that includes landscape / building and grounds services for residential, commercial and public areas of Treasure Island, overseeing the Treasure Island Community Garden and Treasure Island native plant demonstration gardens, providing services to Yerba Buena Island including routine landscape maintenance services at Vista Point and Pier E2, and natural resources management services on Yerba Buena Island.

The proposed First Amendment to the Professional Services Agreement (the "First Amendment") increases the annual Scope of Services to include landscape maintenance for new areas coming online due to completed development activity, and increase the scope of the natural resources management services on Yerba Buena Island. Funding will be taken from the Authority’s existing facilities maintenance account.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

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

- Location:** Treasure Island and Yerba Buena Island
- Commencement Date:** April 1, 2024
- Term:** Month-to-Month
- Compensation:** Amount not to exceed One Million Six Hundred and Eighty-Four Thousand Dollars (\$1,684,000.00).

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 in public areas, including bus stops, marina, and perimeter trail, as well as replenishing of doggie bags in same areas;
- Fertilize – Fertilize shrubs and turf;
- 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 streets, 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;
- Pruning – Prune shrubs for shape and plant health;
- Spraying – Spray herbicide on weeds in plant beds and pavement cracks;
- Trimming – Trim around trees, shrubs, obstacles, etc.;
- Watering – Operating irrigation equipment and settings for automated irrigation, and perform hand watering where system is unavailable;
- Irrigation Maintenance – adjusting irrigation and sprinkler systems;
- Bulk Debris – Removal and disposal of large debris items such as abandoned furniture, trash, etc.;

Tree Trimming and Shrub Removal at YBI / TI;
Installation of new landscapes and / or renovation of existing landscapes, including irrigation replacement and repair of equipment; and
Tree Service – Tree service above 15 feet from ground, including pruning, removal of trees, and cutting of large fallen trees and branches.

Landscape Maintenance
Natural Resources
Management Services:

Developing and implementing field strategies for year-round invasive plant species control and removal at identified Yerba Buena Island work sites; assuring both ecologically sensitive protection and restoration of Yerba Buena Island's native habitat communities and thorough invasive plant removal, to include the following:

Performing invasive plant removal, dry/dead brush clearing and deadfall tree clearing, primarily utilizing methods of hand-pull and use of hand tools;

Monitoring site conditions and installing slope stability measures, if necessary;

Native plant and tree installation, and irrigation if necessary;

Priority invasive plant species removal;

Monitoring, cataloguing, identifying, reporting and analyzing native plant and animal and invasive species conditions and changes in conditions at YBI work sites and submitting associated written reports;

Training, supervision, oversight and quality control of employee efforts to assure native plant and animal species protection and thorough invasive species removal;

Removing and disposing of all generated green waste, debris, and litter present at YBI work sites include developing and employing an Island-wide plant debris and mulch management strategy;

Performing as-needed Integrated Pest Management at YBI sites consistent with the City and County of San Francisco IPM Ordinance, and submitting herbicide application data required under the Ordinance; and

Developing and submitting written reports, summaries, recommendations and data relaying results of monitoring and operational activities performed throughout the term of the Agreement.

**Landscape Maintenance
TI/YBI Parks System and
Stormwater Gardens:**

Performing landscape maintenance services consistent with the principles and guidelines of the TI/YBI Parks Operations Manual and as more specifically detailed in the individual park's Landscape Maintenance task-frequency schedule found within the Manual:

Monitoring, cataloguing, identifying, reporting and analyzing native plant and animal and invasive species conditions and changes in conditions;

Performing as-needed Integrated Pest Management consistent with the City and County of San Francisco IPM Ordinance, and submitting herbicide application data required under the Ordinance;

Operating and adjusting irrigation equipment and settings for automated irrigation, and performing hand watering when required;

As-needed native plant and tree replacement and installation;

Removing and disposing of all generated green waste, debris, recyclables and litter present at sites, to include employing a plant debris and mulch management strategy; and

Developing and submitting written reports, summaries, recommendations and data relaying results of monitoring and operational activities performed throughout the term of the Agreement.

BUDGET IMPACT

The First Amendment to the Professional Services Agreement provides Rubicon with an amount not to exceed \$1,684,000.00 during FY 2023-2024. This amount increases the level of funding by \$154,000.00 to support new areas coming online due to completed development activity and increases in the natural resources management services on Yerba Buena Island. Funding will come from the Authority's existing facilities maintenance account. This will result in a budget impact of \$154,000.00 for FY 2023-2024.

RECOMMENDATION

Project Staff recommends approval of the First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Rubicon Enterprises, Inc., a California nonprofit public benefit corporation to increase the annual Scope of Services and not to exceed Contract Amount to \$1,684,000.00 for FY 2023-2024 and authorize the Treasure Island Director or his designee to execute said First Amendment subject to the additional terms and conditions set forth above.

EXHIBITS

Exhibit A. First Amendment to the Professional Services Agreement between the Treasure Island Development Authority and Rubicon Enterprises, Inc., a California nonprofit public benefit corporation

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
Peter Summerville, Treasure Island Development Authority

For: Robert P. Beck, Treasure Island Director

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment"), dated for reference purposes only as of April 1, 2024, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (the "Authority"), and Rubicon Enterprises, Inc., a California nonprofit public benefit corporation (the "Contractor").

RECITALS

A. The Authority and the Contractor entered into that certain Professional Services Agreement dated for reference purposes as July 1, 2023 (the "Original Agreement"), for landscape services within the commercial areas of Treasure Island and limited scope of services to Yerba Buena Island, as more particularly described in the Original Agreement. The term of the Original Agreement expires on June 30, 2024.

B. The Authority and the Contractor desire to amend the Original Agreement to increase the annual Scope of Services and not to exceed Contract Amount for Fiscal Year 2023-2024 on the terms and conditions set forth in this First Amendment

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

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

AGREEMENT

- 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
- 2. Effective Date.** The effective date of this First Amendment shall be April 1, 2024 (the "Effective Date").
- 3. Compensation.** As of the Effective Date, the first paragraph of 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 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 **One Million Six Hundred and Eighty-Four Thousand Dollars (\$1,684,000.00)**. The breakdown of costs associated with this Agreement appears in Appendix A, "Landscape

Budget for TI/YBI Service Areas,” 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.”

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

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

[Remainder of page intentionally left blank]

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

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Robert P. Beck
Treasure Island Director

CONTRACTOR:

Rubicon Enterprises, Inc.
a California nonprofit public benefit corporation

By: _____
Its: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Deputy City Attorney

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

Appendix “A”
Landscape Budget for TI/YBI Service Areas

Routine landscape services for Treasure and Yerba Buena Islands for an amount not to exceed One Million Six Hundred and Eighty-Four Thousand Dollars (\$1,684,000.00). Schedule of payments include: (i) Routine and adjunct services for five days a week for an amount not to exceed \$1,254,000.00 payable as follows: July 1, 2023 through March 31, 2024 = \$900,000.00 (nine (9) monthly payments of \$100,000.00) and April 1, 2024 through June 30, 2024 = \$354,000.00 (three (3) monthly payments of \$118,000.00); (ii) \$2,500.00 per month commencing on July 1, 2023 through June 30, 2024 totaling \$30,000.00 for landscape services at Vista Point and Pier E2; (iii) amount not to exceed \$312,000.00 payable upon monthly invoice for natural resources management services on Yerba Buena Island; and (iv) amount not to exceed \$88,000.00 payable upon monthly invoice for landscape services in the TI/YBI Parks Systems and Yerba Buena Island stormwater collection gardens. Below is the Landscape Maintenance Scope of Services to be performed by Rubicon Landscape at Treasure and Yerba Buena Islands, for FY 2023-2024:

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 in public areas, including bus stops, marina, and perimeter trail, as well as replenishing of doggie bags in same areas;
- Fertilize – Fertilize shrubs and turf;
- 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 streets, 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;
Pruning – Prune shrubs for shape and plant health;
Spraying – Spray herbicide on weeds in plant beds and pavement cracks;
Trimming – Trim around trees, shrubs, obstacles, etc.;
Watering – Operating irrigation equipment and settings for automated irrigation, and perform hand watering where system is unavailable;
Irrigation Maintenance – adjusting irrigation and sprinkler systems;
Bulk Debris – Removal and disposal of large debris items such as abandoned furniture, trash, etc.;
Tree Trimming and Shrub Removal at YBI / TI;
Installation of new landscapes and / or renovation of existing landscapes, including irrigation replacement and repair of equipment; and
Tree Service – Tree service above 15 feet from ground, including pruning, removal of trees, and cutting of large fallen trees and branches.

**Landscape Maintenance
Natural Resources
Management Services:**

Developing and implementing field strategies for year-round invasive plant species control and removal at identified Yerba Buena Island work sites; assuring both ecologically sensitive protection and restoration of Yerba Buena Island’s native habitat communities and thorough invasive plant removal, to include the following:

Performing invasive plant removal, dry/dead brush clearing and deadfall tree clearing, primarily utilizing methods of hand-pull and use of hand tools;

Monitoring site conditions and installing slope stability measures, if necessary;

Native plant and tree installation, and irrigation if necessary;

Priority invasive plant species removal;

Monitoring, cataloguing, identifying, reporting and analyzing native plant and animal and invasive species conditions and

changes in conditions at YBI work sites and submitting associated written reports;

Training, supervision, oversight and quality control of employee efforts to assure native plant and animal species protection and thorough invasive species removal;

Removing and disposing of all generated green waste, debris, and litter present at YBI work sites include developing and employing an Island-wide plant debris and mulch management strategy;

Performing as-needed Integrated Pest Management at YBI sites consistent with the City and County of San Francisco IPM Ordinance, and submitting herbicide application data required under the Ordinance; and

Developing and submitting written reports, summaries, recommendations and data relaying results of monitoring and operational activities performed throughout the term of the Agreement.

**Landscape Maintenance
TI/YBI Parks System and
Stormwater Gardens:**

Performing landscape maintenance services consistent with the principles and guidelines of the TI/YBI Parks Operations Manual and as more specifically detailed in the individual park's Landscape Maintenance task-frequency schedule found within the Manual:

Monitoring, cataloguing, identifying, reporting and analyzing native plant and animal and invasive species conditions and changes in conditions;

Performing as-needed Integrated Pest Management consistent with the City and County of San Francisco IPM Ordinance, and submitting herbicide application data required under the Ordinance;

Operating and adjusting irrigation equipment and settings for automated irrigation, and performing hand watering when required;

As-needed native plant and tree replacement and installation;

Removing and disposing of all generated green waste, debris, recyclables and litter present at sites, to include employing a plant debris and mulch management strategy; and

Developing and submitting written reports, summaries, recommendations and data relaying results of monitoring and operational activities performed throughout the term of the Agreement.

1 [RUBICON ENTERPRISES FIRST AMENDMENT TO PROFESSIONAL SERVICE
2 AGREEMENT]

3 **Resolution Approving and Authorizing the Execution of a First Amendment to the**
4 **Professional Services Agreement between the Treasure Island Development Authority**
5 **and Rubicon Enterprises, Inc., a California nonprofit public benefit corporation, to**
6 **increase the annual Scope of Services and not to exceed Contract Amount for Fiscal**
7 **Year 2023-2024.**

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 such rescission does not affect Authority's

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

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

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

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

17 **WHEREAS**, The Authority wishes to support One TI pursuant to the Base Closure
18 Community Redevelopment, Homeless Assistance Act of 1994, and Amended Homeless
19 Assistance Agreement; and,

20 **WHEREAS**, Rubicon Enterprises, Inc., a California nonprofit public benefit corporation
21 (Rubicon) and a member organization of TIHDI, and Rubicon has represented and warranted
22 that it is qualified to perform the landscape maintenance services required by the Authority as
23 set forth under the proposed contract; and,
24
25

1 WHEREAS, The Authority’s purchasing policy and procedures authorize non-
2 competitive negotiations for contracts in furtherance of the Homeless Assistance Agreement;
3 and,

4 WHEREAS, For over twenty-eight years, Rubicon has been providing landscape
5 services to Treasure and Yerba Buena Islands through its Landscape Services Division, and
6 the current contract expires June 30, 2024; and,

7 WHEREAS, Under the existing contract, Rubicon provides landscape services on
8 Treasure and Yerba Buena Islands for a month to month term commencing on July 1, 2023
9 through June 30, 2024, for a total not to exceed amount of \$1,530,000.00—Schedule of
10 payments include: (i) Routine and adjunct services are for five days a week for an amount not
11 to exceed \$100,000.00 per month totaling \$1,200,000.00; (ii) \$2,500.00 per month totaling
12 \$30,000.00 for landscape services at Vista Point and Pier E2; and (iii) amount not to exceed
13 \$300,000.00 total, payable upon monthly invoice, for defined natural resources management
14 services on Yerba Buena Island; and,

15 WHEREAS, Project Staff and Rubicon have negotiated a First Amendment to the
16 Professional Services Agreement (the "First Amendment") commencing on April 1, 2024 to
17 increase the level of funding by \$154,000.00 to support new areas coming online due to
18 completed development activity, and increase in the natural resources management services
19 on Yerba Buena Island; and,

20 WHEREAS, Compensation for these increased services shall not exceed
21 \$1,684,000.00 for FY 2023-2024 - Schedule of payments include: (i) Routine and adjunct
22 services for five days a week for an amount not to exceed \$1,254,000.00 payable as follows:
23 July 1, 2023 through March 31, 2024 = \$900,000.00 (nine (9) monthly payments of
24 \$100,000.00) and April 1, 2024 through June 30, 2024 = \$354,000.00 (three (3) monthly
25

1 payments of \$118,000.00), (ii) \$2,500.00 per month commencing on July 1, 2023 through
2 June 30, 2024 totaling \$30,000.00 for landscape services at Vista Point and Pier E2, (iii)
3 amount not to exceed \$312,000.00 payable upon monthly invoice for natural resources
4 management services on Yerba Buena Island, and (iv) amount not to exceed \$88,000.00
5 payable upon monthly invoice for landscape services in the TI/YBI Parks Systems and Yerba
6 Buena Island stormwater collection gardens; now, therefore be it

7 RESOLVED, That the Authority hereby authorizes the Treasure Island Director or his
8 designee to execute the First Amendment to the Professional Services Agreement (the "First
9 Amendment") with Rubicon effective April 1, 2024, and expiring on June 30, 2024, for an
10 amount not to exceed One Million Six Hundred and Eighty-Four Thousand Dollars
11 (\$1,684,000.00), in substantially the form attached hereto as Exhibit A; and be it

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

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on March 13, 2024.

~~Mark Dunlop~~ Jeanette Howard, Secretary