

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 20 - 2016

AUTHORIZING A FOURTH AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH TWIN III BUILDING MAINTENANCE COMPANY, A SOLE PROPRIETORSHIP, TO EXTEND THE TERM BY UP TO 12 MONTHS TO JUNE 30, 2017 AND INCREASE THE AMOUNT BY UP TO \$20,540 FOR AN AGGREGATE CONTRACT AMOUNT NOT TO EXCEED \$389,540 TO FULFILL PROPERTY MANAGEMENT OBLIGATIONS FOR SHOREVIEW PARK CONSISTENT WITH THE SUCCESSOR AGENCY'S PROPERTY MANAGEMENT OBLIGATIONS UNDER REDEVELOPMENT DISSOLUTION LAW; FORMER HUNTERS POINT REDEVELOPMENT PROJECT AREA

- WHEREAS, The Successor Agency became the successor to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic ("Successor Agency"), exercising its functions and powers and organized and existing under the Community Redevelopment Law of the State of California, when the former Redevelopment Agency of the City and County of San Francisco (the "Former Agency") was dissolved on February 1, 2012, pursuant to California Health and Safety Code Sections 34170 et seq. ("Redevelopment Dissolution Law"); and,
- WHEREAS, The Successor Agency (now known as the Office of Community Investment and Infrastructure, or "OCII") assumed all of the Former Agency's enforceable obligations, including ownership of the Former Agency's real property. The Successor Agency is charged with winding-down the enforceable obligations and disposing of all real property, pursuant to Redevelopment Dissolution Law, and subject to the oversight of the State Department of Finance ("DOF"), which is the lead implementing agency under Redevelopment Dissolution Law; and,
- WHEREAS, OCII owns Shoreview Park, a half-acre park, located adjacent to Lillian Court between Rosie Lee Lane and Beatrice Lane in the former Hunters Point Redevelopment Project Area, and has a personal services contract ("Contract") with the property management firm Twin III Building Maintenance Company ("Twin III"), a sole proprietorship, to maintain the park; and,
- WHEREAS, The Contract requires Twin III to remove and control weeds and vines, mow grass, and dispose of trash and litter at Shoreview Park. It requires Twin III to repair fences securing the property on an as-needed basis, and generally inspect the property for trash, graffiti, vandalism, and dumped items, and to discourage loitering and homeless encampments. Currently, the Contract with Twin III expires on June 30, 2016; and,

- WHEREAS, OCII will transfer Shoreview Park to the City and County of San Francisco (“City”) for a governmental purpose as a public park under the Long Range Property Management Plan (“PMP”) submitted to DOF in 2013 and ultimately approved by DOF in December 2015; and,
- WHEREAS, OCII staff is working with the City—the Department of Recreation and Parks, the Department of Real Estate, and the Mayor’s Office of Housing and Community Development—to formulate and implement a disposition strategy for the transfer of Shoreview Park. Staff expects the property to transfer in Fiscal Year 2016/17; and,
- WHEREAS, Pending the transfer of Shoreview Park to the City, OCII has a continuing obligation to maintain the park. As such, this property maintenance activity is an enforceable obligation under Redevelopment Dissolution Law, which defines enforceable obligations to include, among others, “the costs of maintaining assets prior to their disposition.” In order to continue to meet OCII’s obligation to maintain Shoreview Park until it is transferred to the City, OCII must continue to secure the services of a property management firm. Given the impending park transfer, staff does not believe it is necessary or appropriate to conduct another competitive public procurement process for a new personal service contract; and,
- WHEREAS, Accordingly, staff is proposing a fourth amendment to the Contract to extend the term by up to 12 months to June 30, 2017 to allow time to implement OCII’s disposition plan for the Shoreview Park (“Fourth Amendment”). Upon transfer of the park to the City, the Contract will terminate; and,
- WHEREAS, The cost of the extension would be up to \$20,540, for a total contract amount not to exceed \$389,540. (The total contract amount is substantial because, when the contract was first executed in 2010, Twin III was required to maintain five properties owned by the Former Agency. Since then, four of the five properties have been transferred to the City’s housing successor agency and only Shoreview Park remains under the Contract.); and,
- WHEREAS, The source of funds for the \$20,540 is new property tax revenue authorized under OCII’s Recognized Obligation Payment Schedule for the 2016-2017 fiscal year (“ROPS 16-17”), included as Line Item #11, in the amount of \$20,540; and,
- WHEREAS, Authorization of the Fourth Amendment will facilitate the maintenance and site inspection services on a weekly basis for Shoreview Park. The activities under the proposed Fourth Amendment are categorically exempt from California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15301(h) and 15061(b)(3). The activities include the maintenance of existing landscaping and native growth and would not directly cause any significant adverse change in the physical environment; and,
- WHEREAS, Twin III has been and is in compliance with equal opportunity programs in the Contract including the Small Business Enterprise Program, Nondiscrimination in

Contracts and Benefits Policy, Minimum Compensation Policy and Health Care Accountability Policy; and,

WHEREAS, Staff recommends approval of the proposed Fourth Amendment to the Contract with Twin III to extend the term by up to 12 months to June 30, 2017 at a cost of up to \$20,540 to maintain Shoreview Park; now therefore, be it,

RESOLVED, That the Executive Director of the Office of Community Investment and Infrastructure is authorized to execute a Fourth Amendment to the Contract with Twin III Building Maintenance Company, a sole proprietorship, extending the term by up to 12 months to June 30, 2017 and increasing the amount by up to \$20,540 for an aggregate contract amount not to exceed \$389,540 to fulfill property maintenance obligations for Shoreview Park in the former Hunters Point Redevelopment Project Area, substantially in the form approved by the counsel to the Successor Agency; and,

RESOLVED, That in the event Shoreview Park is not transferred to the City by June 30, 2017, the Executive Director is authorized to extend the Contract on a month-to-month basis on substantially similar terms and conditions as this Fourth Amendment.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of May 17, 2016.

Commission Secretary