OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
(SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY)

SECOND AMENDMENT TO PERSONAL SERVICES CONTRACT

This Second Amendment to Personal Services Contract (the “Second Amendment”) is entered into as of March 4, 2014 (the “Effective Date”), by and between the Office of Community Investment and Infrastructure (the “OCII” or “Successor Agency”), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, and Twin III Building Maintenance Company, a sole proprietorship (the “Contractor”).

RECITALS

This Second Amendment is made with reference to the following facts and circumstances:

A. The Successor Agency currently has a personal services contract with the Contractor to maintain Shoreview Park on Lillian Court, between Rosie Lee Lane and Beatrice Lane, in the former Hunters Point Redevelopment Project Area. OCII still owns Shoreview Park, and proposed transferring it to the City and County of San Francisco (the “City”) for a governmental purpose (i.e., a public park) under the Long-Range Property Management Plan (“PMP”) submitted to the State Department of Finance (“DOF”) in November 2013, as required under State Assembly Bills 26 and 1484 (“Redevelopment Dissolution Law”). Under Redevelopment Dissolution Law, OCII cannot sell or transfer any of its properties until DOF approves the PMP. DOF is still reviewing OCII’s PMP.

B. Twin III’s personal services contract was approved by the Commission of the Redevelopment Agency of the City and County of San Francisco (the “RDA”) on March 16, 2010, under Resolution No. 26-2010. The RDA exercised its options under Section 2 of Twin III’s personal services contract to extend the term from March 31, 2011 to March 31, 2013. The contract was extended again under a First Amendment, authorized by the Successor Agency’s Commission under Resolution No. 5-2013. Twin III’s personal services contract expires on March 31, 2014.

C. OCII has an enforceable obligation to continue maintaining Shoreview Park until it can be transferred to the City pursuant to OCII’s DOF-approved PMP. In order to do that, the current personal services contract with Twin III must be amended.

D. In addition, the maintenance of this property is part of the “winding down” of redevelopment agencies that is allowed under Redevelopment Dissolution Law. Section 34177.3 (b) of the California Health and Safety Code states that: “Successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.” The proposed Second Amendment would create a new enforceable obligation that would ensure the property maintenance of Shoreview Park until OCII’s DOF-approved PMP can be implemented.
E. Staff desires to extend this contract with Twin III for 15 months to June 30, 2015. By that time, OCII hopes to have transferred Shoreview Park to the City, pursuant to the Successor Agency’s DOF-approved PMP. The Second Amendment also removes the final affordable housing site from the contract (i.e., the Whitney Young/Hudson site) as the City will be maintaining that property beginning April 1, 2014.

F. The cost of this extension would be $19,698.75, for a total contract amount of $352,768.75. The total contract amount is high because when it was first executed in 2010, Twin III was required to maintain five properties owned by the RDA. Since then, four of the five properties have been transferred to the City’s housing successor agency.

G. The source of funds for the $19,698.75 is new property tax revenue authorized under the Successor Agency’s Recognized Obligation Payment Schedule for the second half of the 2013-2014 fiscal year (“ROPS 13-14 B”), and to be authorized under the Successor Agency’s Recognized Obligation Payment Schedules for the 2014-2015 fiscal year (“ROPS 14-15 A” and “ROPS 14-15 B”). Payments under the PSC during the 2014-2015 fiscal year are contingent on future approvals by the Oversight Board and DOF.

H. For this reason, the OCII and Contractor therefore seek to enter into this Second Amendment upon the basis of the terms, covenants and conditions set forth below.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, OCII and Contractor agree as follows:

1. Section 2. TIME OF COMPLETION is amended in its entirety to read as follows:

   "The Work under this Contract shall begin on April 1, 2010 at 12:01 a.m. and end on June 30, 2015 at midnight unless earlier terminated pursuant to Section 20, Termination, contained herein.”

2. Section 3. A. Compensation is amended in its entirety to read as follows:

   “(1) The maximum amount payable under this Contract is $352,768.75 as shown in the chart below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Dates</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>4/1/10 – 3/31/11</td>
<td>$6,693.00</td>
<td>$80,316.00</td>
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<tr>
<td>Year 2</td>
<td>4/1/11 – 3/31/12</td>
<td>$6,860.00</td>
<td>$82,324.00</td>
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<tr>
<td>Year 3</td>
<td>4/1/12 – 3/31/13</td>
<td>$7,032.00</td>
<td>$84,382.00</td>
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<tr>
<td>Year 4</td>
<td>4/1/13 – 3/31/14</td>
<td>$3,004.00</td>
<td>$36,048.00</td>
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<tr>
<td>Year 5</td>
<td>4/1/14 – 3/31/15</td>
<td>$1,313.25</td>
<td>$15,759.00</td>
</tr>
<tr>
<td>Year 6 (3 mos)</td>
<td>4/1/15 – 6/30/15</td>
<td>$1,313.25</td>
<td>$3,939.75</td>
</tr>
<tr>
<td>Contingency for change orders</td>
<td></td>
<td>$50,000.00</td>
<td></td>
</tr>
</tbody>
</table>

   **Total** $352,768.75
(2) Compensation paid to the Contractor includes all expenses incurred for the performance of this Contract including, but not limited to licenses, insurance, equipment, vehicles, subcontracting services, and other similar and/or related items.

(3) Contractor shall submit to the Successor Agency monthly invoices that will detail the contracted services performed at Shoreview Park during the previous month. Successor Agency staff will review and approve the Successor Agency’s invoice for payment directly to the Contractor.

(4) Any additional services that may become necessary and are not covered in this Contract will be billed separately.”

3. Attachment A, Scope of Services, is amended in its entirety to read as the Attachment A attached hereto and fully incorporated herein.

4. The following Miscellaneous provisions apply to this Second Amendment:
   a. Incorporation. This Second Amendment constitutes a part of the Personal Services Contract and any reference in any document to the Personal Services Contract shall be deemed to include a reference to such Personal Services Contract as amended hereby.

   b. Ratification. To the extent of any inconsistency between this Second Amendment and the Personal Services Contract, the provisions contained in this Second Amendment shall control. Except as otherwise amended herby, all terms, covenants, conditions and provisions of the Personal Services Contract shall remain in full force and effect.

   c. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the successors and assigns of the OCII and Contractor, subject to the limitations set forth in the Personal Services Contract.

   d. Counterparts. This Second Amendment may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

   e. Governing Law; Venue. This Second Amendment shall be governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising directly or indirectly under this Second Amendment shall be litigated in courts located with the County of San Francisco, State of California.

   f. Integration. This Second Amendment contains the entire agreement between the parties with respect to the subject matter of this Second Amendment. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded by this Second Amendment. No prior drafts of this Second Amendment or changes from those drafts to the executed version of this Second Amendment shall be introduced as evidence in any litigation or other dispute
resolution proceeding by either party or any other person, and no court or other body shall consider those drafts in interpreting this Second Amendment.

g. **Effective Date.** Each of the modifications set forth in Sections 1-3 of this Second Amendment shall be effective on and after April 1, 2014.
IN WITNESS WHEREOF, the Successor Agency and the Contractor have executed this Second Amendment to the Personal Services Contract as of the date first written above.

CONTRACTOR: TWIN III BUILDING MAINTENANCE COMPANY, a sole proprietorship

By: ____________________________
    Rita Harvey-Tyler, President
    Federal Tax ID No: 94-3298649

SUCCESSOR AGENCY: OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic

By: ____________________________
    Tiffany Bohee, Executive Director

Authorized by Successor Agency Resolution No. 12-2014 adopted on March 4, 2014

APPROVED AS TO FORM:

By: ____________________________
    James Morales
    Interim General Counsel
Attachment A

SCOPE OF SERVICES

The Contractor shall remove weeds, cut grass and dispose of trash and litter at Shoreview Park (See Map 2) once a week during the fall/winter months (September - February) and twice a week during the spring/summer months (March – August). The Contractor shall control weeds and vines and mow as necessary. Contract shall remove weeds along the sidewalks and in the tree wells. Contractor shall repair fences securing the property on an as-needed basis. The Contractor shall inspect the property four times a week for graffiti, dumping and homeless encampments, and if such conditions are discovered, Contractor shall remove or cause the removal of graffiti, dumped items and homeless people and associated encampments promptly to prevent blighted conditions. All the work under this Scope of Services shall be performed for a monthly rate of $1,313.25.

City Standards
All of the Work under this Contract shall conform to the standards and requirements of the San Francisco Bureau of Urban Forestry unless specifically described otherwise in these specifications.

Tree Maintenance
Contractor or subcontractor must conform to the latest edition of the tree maintenance standards and requirements of the “Pruning Standards for Trees, City and County of San Francisco” available from the S.F. Department of Environment, Urban Forestry Program. Contractor will inspect trees for decay, failure to thrive and cracked or compromised limbs and branches. Contractor shall call a trained and experienced arborist for corrective measures, if necessary.

Inspection
All of the Work under this Contract shall be done in consultation with and to the satisfaction of the Successor Agency. The Contractor shall refer questions or problems arising in the course of work to Successor Agency staff who will provide direction within a reasonable time.

Problems identified during inspections shall be corrected by the Contractor in a timely manner.