

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 01 - 2024

AUTHORIZING A FOURTH AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH FORSTER & KROEGER LANDSCAPE MAINTENANCE, INC., A CALIFORNIA CORPORATION, TO EXTEND THE CONTRACT TERM BY UP TO FIVE MONTHS, TO JUNE 30, 2024, AND INCREASE THE TOTAL EXPENDITURE AUTHORITY BY UP TO \$40,060, TO A TOTAL OVERALL CONTRACT EXPENDITURE AUTHORITY OF UP TO \$645,200, TO PROVIDE CONTINUED LANDSCAPE MAINTENANCE SERVICES IN COMMUNITY FACILITIES DISTRICT NO. 1 (SOUTH BEACH) WITH FUNDING PROVIDED BY SPECIAL TAXES LEVIED UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT; FORMER RINCON POINT-SOUTH BEACH REDEVELOPMENT PROJECT AREA

WHEREAS, The Redevelopment Agency of the City and County of San Francisco (“Former Agency”) established Community Facilities District No.1 (South Beach) (“CFD No. 1”) in 1988 by Agency Resolution Nos. 186-88 through 191-88 pursuant to the Mello-Roos Community Facilities Act of 1982. CFD No. 1 authorized special taxes on real property in the CFD No. 1 area, which is bounded Embarcadero, Beale, Bryant, Federal, Brannan, CP Kelly and Townsend Streets. This area is the South Beach portion of the Rincon Point-South Beach Redevelopment Project Area (“Project Area”), which expired in January 2021. CFD No. 1, however, extends indefinitely beyond the expiration of the Project Area; and,

WHEREAS, The special taxes are required to be used for the purposes of funding construction and maintenance of certain improvements including four plazas, streetscape improvements, and irrigation and lighting systems as authorized under Section 53313 of the California Government Code and the Local Goals and Policies for Community Facilities District (Former Agency Resolution No. 79-2008 (July 15, 2008)); and,

WHEREAS, In forming CFD No. 1 and funding its facilities and services, the Former Agency Commission acted as the legislative body for CFD No. 1 and exercised state authority under the Mello-Roos Act and not under the Community Redevelopment Law; and,

WHEREAS, Pursuant to California Health and Safety Code §§ 34170 et seq. (the “Redevelopment Dissolution Law”) and San Francisco Ordinance No. 215-12 (October 4, 2012) (establishing the Successor Agency Commission (“Commission”) and delegating to it state authority under the Redevelopment Dissolution Law), the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”) is administering the Former Agency’s obligations concerning community facilities districts, including CFD No. 1; and,

WHEREAS, By Resolution No. 37-2017 (October 3, 2017), the Commission authorized the selection, pursuant to a competitive solicitation process, of Forster & Kroeger Landscape Maintenance, Inc., a California Corporation (“Contractor”) to provide landscape maintenance services to CFD No. 1; and authorized the Executive Director to enter into a Personal Services Contract (“Contract”) with Contractor to provide said services for an initial three-year term beginning November 1, 2017 and one three-year option to extend, ending October 31, 2023 (“Term”); and,

WHEREAS, The Commission has authorized three previous amendments to the Contract, by Resolution No. 25-2020 (October 6, 2020), Resolution No. 14-2023 (May 2, 2023) and Resolution No. 29-2023 (October 3, 2024) to adjust the total expenditure authority under the Contract to a cumulative amount not-to-exceed \$605,140 and to extend the Term to January 31, 2024 (“Extended Term”); and,

WHEREAS, On September 6, 2023, OCII issued a request for proposals for a new contract to provide landscape maintenance and related services at CFD No.1 (“Initial RFP”). This RFP includes an expanded Scope of Services compared to previous RFPs, including administering the performance of specified deferred maintenance and repairs to CFD 1 Facilities (“Capital Repairs”), as well as applying California Public Contract Code requirements to certain larger repair projects performed within CFD 1. Staff received eight inquiries and ultimately received three complete proposals to the RFP; and,

WHEREAS, Section VIII of the RFP provides that OCII, through its Executive Director, reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the contractor selection process in or subsequent to the RFP; to obtain further information from any contractor, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any bidder for entry into a Personal Services Contract; and,

WHEREAS, After reviewing the proposals, staff has determined to reject the current proposals and provide greater clarity on the Scope of Services in a reissued RFP that is publicly offered. This will allow prospective proposers to ask additional questions on the Scope of Services and refine their budgets accordingly, if necessary; and,

WHEREAS, Staff are proposing to amend the existing Contract to add up to an additional five months to the Extended Term (on a month-to-month basis at the discretion of the Executive Director) and a commensurate increase in expenditure authority of up to \$40,060 (which includes an \$8,012 monthly service charge for up to five months), for a cumulative total contract expenditure authority of \$645,200. This will allow OCII to retain maintenance services at CFD 1 while completing the reissuance of the RFP and recommending a responsive proposal; and,

WHEREAS, The Contractor's performance under the Contract has been satisfactory and the Contractor is not in default under the terms of the Contract; and,

WHEREAS, A fourth amendment to the Contract ("Fourth Amendment") is necessary to authorize the additional five months of the Extended Term and commensurate increase in cumulative total contract expenditure authority; and,

WHEREAS, Authorization of the Fourth Amendment is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301(h), because it authorizes funding for the continued operation, repair, maintenance or minor alteration of existing community facilities or topographical features with negligible or no expansion of existing uses and will not independently result in a significant physical effect on the environment; now therefore, be it,

RESOLVED, The Commission authorizes the Executive Director to execute a Fourth Amendment to the Personal Services Contract for landscape maintenance services in Community Facilities District No. 1 (South Beach) with Forster & Kroeger Landscape Maintenance, Inc., a California Corporation, substantially in the form attached to the Commission Memorandum for this action and approved by the Successor Agency's General Counsel, authorizing the addition of up to five months to the Extended Term (on a month-to-month (or portion thereof) basis at the discretion of the Executive Director) and a commensurate increase in expenditure authority of up to \$40,060 (which includes an \$8,012 monthly service charge for up to five months), for a cumulative total contract expenditure authority of \$645,200 that is funded solely from special taxes levied under the Mello-Roos Community Facilities Act.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of January 16, 2024.

Commission Secretary