

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment to the Agreement between the City and County of San Francisco and**

**WCG, Inc. (West Coast Consulting Group)  
BOS 2023-01**

**PeopleSoft Contract ID 1000033021**

THIS **FIRST AMENDMENT** (“Amendment”) is made as of **September 30, 2024**, in San Francisco, California, by and between **WCG, Inc. (West Coast Consulting Group)** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update deliverables and target completion dates in Appendix E Calculation of Charges and update standard contractual clauses in Article 13 only; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled New Legislative Management System issued through Sourcing Event ID 0000008036 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on **May 6, 2024** from the Civil Service Commission under PSC number **43590-22/23** in the amount of **\$1,000,000** for the period commencing **August 31, 2023** and ending **August 31, 2028**; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1      **Agreement.** The term “Agreement” shall mean the Agreement dated **May 22, 2024** between Contractor and City.

1.2      **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B

(Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

**1.3 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2 Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

**2.1 Appendix E-1.** Appendix E is hereby replaced in its entirety by Appendix E-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix E in any place, the true meaning shall be Appendix E-1, which is a correct and updated version.

## **Article 3 Updates of Standard Terms to the Agreement**

The Agreement is hereby modified as follows:

**3.1 Section 13.4 Protection of Private Information.** The following section is hereby added and incorporated in Article 13 of the Agreement:

**13.4 Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.2 Section 13.5 Disposition of City Data.** The following section is hereby added and incorporated in Article 13 of the Agreement:

**13.5 Disposition of City Data.** Upon request of City or termination or expiration of this agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance

of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

#### **Article 4      Effective Date**

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

#### **Article 5      Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:



**Angela Calvillo**  
Clerk of the Board  
San Francisco Board of Supervisors

CONTRACTOR

WCG, Inc. (West Coast Consulting Group)

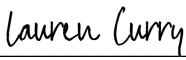


**Benafsha Irani**  
Managing Partner  
355 Bryant St UNIT 202  
San Francisco, CA 94107

City Supplier number: 0000036606

Approved as to Form:

David Chiu  
City Attorney

By:   
**Lauren Curry**  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By: 

**Attached Appendices:**

E-1: Calculation of Charges

## Appendix E-1 Calculation of Charges

**1. Project Cost.** In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

Phase	Deliverable or Description	Target Completion Dates	Cost
<b>1a</b>	<p><b>Critical Milestone – Proof of Concept Replacement of the City's existing legislative management system</b></p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>▪ Meeting, Agenda and Minutes Management</li> <li>▪ Audit Tracking</li> <li>▪ Search Capability</li> </ul> <p>Output: Acceptance of Proof of Concept by COB with sample Legislative data. Delivery of Source Code by Contractor to City as specified in Appendix B.</p>	On or before June 6, 2024	\$185,000
<b>2a</b>	<p><b>Critical Milestone – Requirements Observations of the City's existing legislative management system, Board Meetings, Committee Meetings and Review of Rules of Order</b></p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>▪ Contractor Project Manager identified and available on-site</li> <li>▪ Clerk of Board Project and Technical Managers Identified</li> <li>▪ Committee Clerks and Legislative Staff Key Members Identified for Requirements Phase</li> <li>▪ Conduct on-site observations of current use of the City's existing legislative management system and COB processes with Legislative Staff and keys stakeholders and Clerk of the Board Committee Clerks and Legislative Staff Key Members Identified for Requirements Phase and document end-to-end Legislative Management process as it relates to current system.</li> <li>▪ Map Requirement observations to the current usable functions by the COB Legislative team</li> <li>▪ Create Requirements Traceability Matrix</li> </ul>	September 30, 2024	\$100,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	<ul style="list-style-type: none"> <li>Obtain Sign-off</li> </ul> <p>Output: Observation findings; Requirements Traceability Matrix; Key Staff members identified on COB team and City Project Manager to review and sign-off; Identify COB Staff members to conduct observations and interviews</p>		
<b>2b</b>	<p><b>Critical Milestone – UI/Wireframes Mockups for new Legislative Management System</b></p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>Create Mockups for Online Portal</li> <li>Create Mockups for new legislative management system</li> <li>Conduct UI/Wireframe Sessions with COB executive team including demonstration of how legislative processes are executed in the new legislative management system</li> </ul> <p>Output: Figma UI/Wireframe mockups for review and sign-off by COB executive team and City Project Manager</p>	September 30, 2024	\$80,000
<b>2c</b>	<p><b>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</b></p> <p><u>Output:</u></p> <ul style="list-style-type: none"> <li>All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection.</li> <li>All design and requirements documentation including video recordings of meetings with City staff</li> </ul>	September 30, 2024	\$40,000
<b>2d</b>	<p><b>Critical Milestone – Create Data Mapping/Migration Strategy Infrastructure Framework for Replacement of the City’s existing legislative management system</b></p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>Identify Tables and Fields in the City’s existing legislative management system database</li> <li>Identify Relevant Tables and Fields being used within the City’s existing legislative management system</li> <li>Map Relevant Tables and Fields to New</li> </ul>	October 16, 2024	\$80,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	<p>Database Tables and Fields</p> <ul style="list-style-type: none"> <li>▪ Migrate Sample Data</li> <li>▪ Provide Infrastructure Architecture Diagram to BOS IT</li> <li>▪ Create Database for new legislative management system</li> <li>▪ Mapping of all Triggers in Database, Application, and User Interface</li> <li>▪ Deliver electronic copy of source code as specified in Appendix B</li> <li>▪ Deliver Documentation related to Database as specified in Appendix B</li> </ul> <p>Output: Data Strategy document outlining mapping of the City's existing legislative management system tables/fields mapped to new System's tables/fields; Migrate sample data into new System's tables and review with COB</p>		
2e	<p><b>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</b></p> <p><u>Output:</u></p> <ul style="list-style-type: none"> <li>▪ All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection.</li> <li>▪ All design and requirements documentation including video recordings of meetings with City staff</li> </ul>	October 31, 2024	\$40,000
2f	<p><b>Critical Milestone – LBE - ADA Compliance and Language Translation for Replacement of the City's existing legislative management system</b></p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>▪ <b>Create Requirements for ADA Compliance</b></li> <li>▪ <b>Conduct Testing for ADA Compliance</b></li> <li>▪ <b>Conduct translation for Public Portal Services as directed by Legislative Staff</b></li> <li>▪ <b>Satisfaction of Digital Accessibility and Inclusion Standards</b>, which includes support for mobile technology</li> <li>▪ <b>Obtain Sign-off from City Project Manager</b></li> </ul>	November 15, 2024	\$160,000

Phase	Deliverable or Description	Target Completion Dates	Cost
2g	<p><b>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</b></p> <p><u>Output:</u></p> <ul style="list-style-type: none"> <li>All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection.</li> </ul> <p>All design and requirements documentation including video recordings of meetings with City staff</p>	November 29, 2024	\$40,000
2h	<p><b>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</b></p> <p><u>Output:</u></p> <ul style="list-style-type: none"> <li>All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection.</li> </ul> <p>All design and requirements documentation including video recordings of meetings with City staff</p>	December 31, 2024	\$40,000
2i	<p><b>Critical Milestone – Development of New Legislative Management System’s functionality</b></p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> <li>Complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors that meets all requirements listed in Appendix A with the following base functionality and all functionality and data in the City’s existing legacy legislative management system:</li> </ul> <p><b>Board of Supervisors Legislative Management System</b></p> <ul style="list-style-type: none"> <li>Meeting, Agenda and Minutes Management</li> <li>File Management</li> <li>Bidirectional Software Interface with SFGov TV</li> <li>Software Interface with Drupal or a similar IT System used by the Office of the Clerk of the Board</li> <li>Calendaring, scheduling, ticklers, &amp; e-mail</li> </ul>	Jan 17, 2025	\$100,000



Phase	Deliverable or Description	Target Completion Dates	Cost
	<ul style="list-style-type: none"> <li>▪ <b>Online Public Portal</b></li> <li>▪ <b>Intuitive navigable Agenda and Minutes hyperlinks to legislative items</b></li> <li>▪ <b>Agenda links to relevant video spots</b></li> <li>▪ <b>Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal</b></li> <li>▪ <b>Strong auditing function for identifying admin user access and users that made changes to legislative items</b></li> <li>▪ <b>Robust search capacity and saved searches</b></li> <li>▪ <b>Speed for fast response times to user input of under 50 milliseconds at all times</b></li> <li>▪ <b>Spell check</b></li> <li>▪ <b>Optical Character Reading (OCR)</b></li> <li>▪ <b>Signature and DocuSign capability, under multiple approvers</b></li> <li>▪ <b>Satisfaction of Digital Accessibility and Inclusion Standards</b> <ul style="list-style-type: none"> <li>● Provide working software to users</li> <li>● Perform complete end-to-end testing</li> <li>● Migrate all data from the City's existing legacy legislative management system to Legislative Management System</li> <li>● Complete testing of the City's existing legacy legislative management system in parallel with Legislative Management System</li> <li>● Complete user acceptance testing</li> <li>● Deliver documentation</li> <li>● Deliver Electronic Copy of Source Code</li> <li>● Complete user training</li> <li>● Retire and De-commission the City's existing legacy legislative management system</li> </ul> </li> </ul>		
2	<p><b>Critical Milestone – Completion of Legislative Management System</b></p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> <li>● Complete building testing and integration of a bug-free, fully integrated Legislative Management System that meets all requirements listed in Appendix A with the following functionality and all data and functionality currently in the City's existing legacy legislative management system:</li> </ul> <p><b>Board of Supervisors Legislative Management</b></p>	April 30, 2025	\$135,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	<p><b>System</b></p> <ul style="list-style-type: none"> <li>▪ <b>Meeting, Agenda and Minutes Management</b></li> <li>▪ <b>File Management</b></li> <li>▪ <b>Bidirectional Software Interface with SFGov TV</b></li> <li>▪ <b>Software Interface with Drupal or a similar IT System used by the Office of the Clerk of the Board</b></li> <li>▪ <b>Calendaring, scheduling, ticklers and email</b></li> <li>▪ <b>Online Public Portal with Heat Map Display</b></li> <li>▪ <b>Intuitive navigable Agenda and Minutes hyperlinks to legislative items</b></li> <li>▪ <b>Agenda links to relevant video spots</b></li> <li>▪ <b>Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal</b></li> <li>▪ <b>Strong auditing function for identifying admin user access and users that made changes to legislative items</b></li> <li>▪ <b>Robust search capacity and saved searches</b></li> <li>▪ <b>Speed for fast response times to user input of under 50 milliseconds at all times</b></li> <li>▪ <b>Spell check</b></li> <li>▪ <b>Optical Character Reading (OCR)</b></li> <li>▪ <b>Signature and DocuSign capability, under multiple approvers</b></li> <li>▪ <b>Satisfaction of Digital Accessibility and Inclusion Standards</b> <ul style="list-style-type: none"> <li>● Provision Firewalls</li> <li>● Provide working software to users</li> <li>● Perform complete end-to-end testing</li> <li>● Migrate all data from the City's existing legacy legislative management system to Legislative Management System</li> <li>● Complete testing of the City's existing legacy legislative management system in parallel with Legislative Management System</li> <li>● Complete user acceptance testing</li> <li>● Deliver documentation</li> </ul> </li> </ul>		

Phase	Deliverable or Description	Target Completion Dates	Cost
	<ul style="list-style-type: none"> <li>Deliver Electronic Copy of Source Code</li> <li>Complete user training</li> <li>Retire and De-commission the City's existing legacy legislative management system</li> </ul>		
3	<p><b>Phase 3: Critical Milestone – Completion of Drafting Tool for Legislative Management System</b></p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> <li>Create and Build out Drafting Tool to deploy to City Departments for creation of Legislation and submitting to the Clerk of the Boards Office</li> <li>Support for Licensing of Children Legislative Management Systems and Boards, Commissions and Advisory Bodies Legislative Management System, connected to 311</li> <li>Perform complete end-to-end testing</li> <li>Complete user acceptance testing</li> <li>Deliver documentation</li> <li>Deliver Electronic Copy of Source Code</li> </ul> <p>Complete user training</p>	TBD	TBD
3	<p><b>Phase 3: Critical Milestone – Completion of Additional Functionality for Legislative Management System</b></p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> <li>Connect the Legislative Management System to the Constituent Management System</li> <li>Implement automatic codification to the Municipal Code</li> <li>Implement Records Management Block and confidential memo and closed session audio</li> <li>Posting of Annual Reports, contracts, and position reports</li> <li><b>Legislative Drafting Tool connected to Heat Map</b></li> <li><b>Signature and DocuSign capability, under multiple approvers</b></li> <li><b>Support for Mobile Technologies</b></li> <li><b>Records repository, including access to prior year legislative items from 1906 to present</b></li> </ul>	TBD	TBD

Phase	Deliverable or Description	Target Completion Dates	Cost
	<ul style="list-style-type: none"> <li>● Support for different modes of collecting public comment and linking to Legislative file, agenda, minutes, packet and C-pages</li> <li>● Boards, Commissions and Advisory Bodies Legislative Management System for Board, connected to 311</li> <li>● Accessible online public portal for viewing public records requests</li> <li>● Integration of modules implemented in Year 2 with modules implemented in Year 1</li> <li>● Perform complete end-to-end testing</li> <li>● Complete user acceptance testing</li> <li>● Deliver documentation</li> <li>● Deliver Electronic Copy of Source Code</li> <li>● Complete user training</li> </ul>		
4	<b>Critical Milestone – Software Maintenance and Post Go-Live Support</b> <u>Deliverables:</u> Provide on-going maintenance and support services, patches, upgrades, user support and training, and additional customizations, configurations, enhancements, software modules, software interfaces, and documentation requested by the Office of the Clerk of the Board	Ongoing Post Go-Live	TBD
	<b>Total Cost</b>		<b>\$1,000,000</b>

## 2. Fixed Price v Time and Materials.

Contractor will be paid a fixed price according to listed in the table under **1. Project Cost above** after the City has accepted the work that has been completed.

## 3. Travel and Expense Reimbursement.

Reimbursement for travel expenses and overhead expenses including but not limited to mileage, costs for Contractor's meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, and insurance are **not** permitted. Contractor shall bear the full cost of travel expenses and overhead expenses at no cost or charge to the City.

## 4. Retainage.

The final payment of **ten percent (10%)** of the software development and license costs shall be paid thirty **(30)** days after City issues its notice of Acceptance of the System.

## 5. Invoicing.

Contractor shall submit invoices at each critical milestone listed in the table under **1. Project Cost above** after the City has accepted the work that has been completed. Contractor shall not

submit invoices until the City has accepted the work completed for each critical milestone.

Procedures for invoicing are the following:

- 1) The date of the invoice shall be no earlier than the date that City has accepted work completed for the critical milestone. Invoices submitted by Contractor prior to acceptance of work by City shall be deemed to not have been received.
- 2) The date of receipt of the invoice shall be the later of the date that a correct invoice is received via e-mail and opened by Finance Staff of the Office of the Clerk of the Board or the date that the City has accepted work for the critical milestone. The date of receipt of invoices e-mailed by Contractor on weekends or legal holidays shall be no earlier than the next business day.
- 3) City shall pay invoices within **thirty (30)** calendar days after the later of the date a corrected invoice has been received by the City or the date that the City has accepted the work completed.
- 4) Contractor shall receive payment via electronic check through Paymode-X or a similar electronic payment system used and prescribed by the City.
- 5) Contractor shall submit invoices electronically via e-mail to City to [edward.deasis@sfgov.org](mailto:edward.deasis@sfgov.org), [BOS-Finance@sfgov.org](mailto:BOS-Finance@sfgov.org), [BOS-IT@sfgov.org](mailto:BOS-IT@sfgov.org), [mehran.entezari@sfgov.org](mailto:mehran.entezari@sfgov.org), [john.tse@sfgov.org](mailto:john.tse@sfgov.org), [billy.shiu@sfgov.org](mailto:billy.shiu@sfgov.org).

## 6. Location of Work

All work during all phases including design, development, implementation, testing, user acceptance, deployment, and post-implementation support and maintenance shall be done in-person by the Contractor and all Subcontractors in San Francisco, California, United States. Because City, Contractor, and Subcontractor must work closely together at all phases on the project in the same time zone to ensure successful completion of Legislative Management System, the Contractor including the prime contractor and all subcontractors shall perform all work during all phases including design, development, implementation, testing, user acceptance, deployment, and post-implementation support and maintenance in-person in San Francisco, California, United States.

## 7. Project Evaluation

Acceptability of the deliverables will be evaluated according to the Acceptance Test Plan in Appendix D. Deliverables and services will be deemed acceptable by the City if the Legislative Management System software is bug-free and meets all of the City's functional and technical requirements and conforms to the City's legislative business process. City will withhold invoice payments if City deems that services and deliverables are unacceptable.

## 8. Reports

Contractor shall submit written reports as requested by the **San Francisco Board of Supervisors**. Format for the content of such reports shall be determined by the **San Francisco Board of Supervisors**. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

**9. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the San Francisco Board of Supervisors will be the following:

Edward de Asis  
Deputy Director of Administration & Finance  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
(415)-554-7704  
edward.deasis@sfgov.org

**10. Services Provided by Attorneys**

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.