

File No. 210622

Committee Item No. 12

Board Item No. 32

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Appropriations Committee

Date June 14, 2021

Board of Supervisors Meeting

Date July 13, 2021

Cmte Board

- | | | |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date June 8, 2021

Completed by: Linda Wong Date July 7, 2021

1 [Cost of Living Adjustment to the Contract for Budget and Legislative Analyst Services -
2 \$1,220,283]

3 **Motion enacting a 3.25% cost of living adjustment (COLA) to the contract for Budget**
4 **and Legislative Analyst Services from July 1, 2021, through December 31, 2021,**
5 **resulting in a new contract amount of \$1,220,283 an increase of \$38,411 to the base**
6 **amount of \$1,181,873; and directing the Clerk of the Board to take all necessary**
7 **administrative action to amend the contract accordingly.**

8
9 WHEREAS, The Agreement was made on December 19, 2013 between Harvey M.
10 Rose Associates, LLC, Debra A. Newman, Louie & Wong, LLP, A Joint Venture and the City
11 and County of San Francisco for Budget and Legislative Analyst Services for the term from
12 January 1, 2014, through December 31, 2017, with two options to renew each for an
13 additional two-year term; and

14 WHEREAS, The fourth amendment to the contract dated September 11, 2017
15 extended the term of the contract for two years through December 31, 2019; and

16 WHEREAS, The seventh amendment to the contract dated August 19, 2019, extended
17 the term of the contract for two years through December 31, 2021; and

18 WHEREAS, The contract for Budget and Legislative Analyst Services allows the
19 contractor to request a COLA to their billing rates at least 60 days in advance of each January
20 1 anniversary date of the contract; and

21 WHEREAS, The Budget and Legislative Analyst Joint Venture submitted a request for
22 a 3.25% COLA to their contract, to be effectuated as of July 1, 2021; and

23 WHEREAS, The compensation provision of the contract establishes a not-to-exceed
24 amount of \$2,363,745 per fiscal year (FY) beginning in FY2019-2020 unless the Board of
25 Supervisors adopts a motion enacting a COLA; now, therefore, be it

1 MOVED, That the Board of Supervisors enact a 3.25% COLA to the base contract of
2 \$1,181,873 from July 1, 2021, through December 31, 2021, for Budget and Legislative Analyst
3 Services, to be effective on July 1, 2021, resulting in a new base contract of not to exceed
4 \$1,220,283, an increase of \$38,411; and directs the Clerk of the Board to take all necessary
5 administrative action to amend the contract accordingly.

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

**Ninth Amendment to Agreement between the City and County of San Francisco
and
Budget and Legislative Analyst, Joint Venture**

THIS AMENDMENT (this “Amendment”) is made as of [Month] [Day], 2021 in San Francisco, California, by and between Budget and Legislative Analyst, Joint Venture (“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 or the Director’s designated agent.

RECITALS

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

WHEREAS, The Agreement was made on December 19, 2013 between Harvey M. Rose Associates, LLC and Debra A. Newman, A Joint Venture (“Contractor”), and the City and County of San Francisco (“City”); and

WHEREAS, The Agreement provides that City may, in its discretion, increase Contractor’s compensation and the not-to-exceed amount of the Agreement if the City’s Board of Supervisors adopts a motion to increase Contractor’s hourly rate, provided that any such increase may be no more than the Cost of Living Adjustment (COLA) rate set by statute or ordinance for government employees by the City, the State, or the Federal Government, whichever is highest; and

WHEREAS, On [Month] [Day], 2021, the Board of Supervisors adopted Motion No. XXX-XX enacting a three and a quarter percent (3.25%) COLA, to be effectuated no earlier than July 1, 2021, resulting in a \$38,411 increase to the contract through December 31, 2021; and

NOW, THEREFORE, Contractor and City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated December 19, 2013, between Contractor and City as amended by the:

First amendment, dated October 14, 2014, second amendment, dated October 19, 2015, third amendment, dated August 18, 2016, fourth amendment, dated September 11, 2017, fifth amendment, dated September 10, 2018, sixth amendment, dated February 8, 2019, seventh amendment, dated August 19, 2019, and eighth amendment, dated November 1, 2019.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. **The contract currently reads as follows:**

Section 5. Section 5, Compensation, of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Clerk of the Board, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. The amount of this Agreement shall not exceed \$1,000,000 in Fiscal Year 2013-2014 (ending June 30, 2014), \$2,045,000 in Fiscal Year 2014-2015 (ending June 30, 2015), \$2,110,264 in Fiscal Year 2015-2016 (ending June 30, 2016), \$2,174,806 in Fiscal Year 2016-17 (ending June 30, 2017), \$2,223,740 in Fiscal Year 2017-18 (ending June 30, 2018), \$2,290,451 in Fiscal Year 2018-19 (ending June 30, 2019), \$2,363,745 in Fiscal Year 2019-20 (ending June 30, 2020) and shall not exceed \$2,363,745 per Fiscal Year thereafter unless the Board of Supervisors adopts a motion enacting a cost of living adjustment (COLA) to increase that amount. The Board of Supervisors may adopt such a motion a maximum of one time per calendar year. Any such motion could increase Contractor's hourly rate by no more than the COLA rate set by statute or ordinance for government employees by the City, the State, or the Federal Government, whichever is highest. The breakdown of costs associated with this Agreement appears in Appendix B-7, "Calculation of Charges," 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 Clerk of the Board of Supervisors as being in accordance with this Agreement. City 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 City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

Such section is hereby amended in its entirety to read as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Clerk of the Board, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. The amount of this Agreement shall not exceed \$1,000,000 in Fiscal Year 2013-2014 (ending June 30, 2014), \$2,045,000 in Fiscal Year 2014-2015 (ending June 30, 2015), \$2,110,264 in Fiscal Year 2015-2016 (ending June 30, 2016), \$2,174,806 in Fiscal Year 2016-17 (ending June 30, 2017), \$2,223,740 in Fiscal Year 2017-18 (ending June 30, 2018), \$2,290,451 in Fiscal Year 2018-19 (ending June 30, 2019), \$2,363,745 in Fiscal Year 2019-20 (ending June 30, 2020), and \$1,220,283 from July 1, 2021 through December 31, 2021 unless the Board of Supervisors adopts a motion enacting a cost of living adjustment (COLA) to increase that amount. The Board of Supervisors may adopt such a motion

a maximum of one time per calendar year. Any such motion could increase Contractor's hourly rate by no more than the COLA rate set by statute or ordinance for government employees by the City, the State, or the Federal Government, whichever is highest. The breakdown of costs associated with this Agreement appears in Appendix B-9, "Calculation of Charges," 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 Clerk of the Board of Supervisors as being in accordance with this Agreement. City 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 City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

2b. Appendix B-9. Appendix B-8 "Calculation of Charges" is replaced in its entirety by Appendix B-9, which is hereby attached and incorporated as though fully set forth herein.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2021.

4. 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, the parties hereto have executed this Amendment on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Budget and Legislative Analyst, Joint
Venture

Angela Calvillo
Clerk of the Board
Board of Supervisors

Severin Campbell
Joint Venture Partnership Manager
1390 Market Street, Suite 1150
San Francisco, CA 94102

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Anne Pearson
Deputy City Attorney

Approved:

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

Appendix

B-9: Calculation of Charges

**Appendix B-9
Calculation of Charges**

The following hourly rates, annual hours allocation and fee schedules will apply to the Budget and Legislative Analyst Joint Venture.

Hourly Rates

Staff Level	Rate
Principal Analyst	\$201.35
Senior Analyst	\$153.63
Analyst	\$109.82

These hourly rates are all inclusive, meaning that no additional amounts will be charged to the City for expenses, including administrative support, travel, office expense, telephone or other items required to perform the services described in Appendix A. All fees will be charged in arrears, based on actual hours worked during the preceding month, unless a different methodology is required by the City.

The City provides Contractor with City email accounts at actual cost, determined by the Department of Technology. It is Contractor's responsibility to notify the City of inactive email accounts to avoid unnecessary charges. Contractor shall subtract the annual email cost from its invoice each fiscal year.

Contractor may request a cost of living adjustment (COLA) increase in billing rates at least 60 days in advance of each January 1 anniversary date of the contract. The City, in its sole discretion, shall determine whether to grant the increase. Any increase shall be subject to approval by the Board of Supervisors. The amount of this Agreement shall not exceed \$1,220,283 from July 1, 2021 through December 31, 2021 unless the Board of Supervisors adopts a motion enacting a COLA to the billing rates. The Board of Supervisors may adopt such a motion a maximum of one time per calendar year. Any such motion could increase Contractor's hourly rate by no more than the COLA rate set by statute or ordinance for government employees by the City, the State, or the Federal Government, whichever is highest.

The table below provides an initial allocation of professional staff hours by Joint Venture and subcontractors.

Staff Level	Proposed Contract Hours
Principal Analyst	4,175
Senior Analyst	4,845
Analyst	7,840
Total	16,860

The allocation of professional staff hours would result in the following allocation of professional fees, by Joint Venture partner firm and subcontractors.

Fee Allocation by Joint Venture Partner/LBE Contractor

Organization	Percent of Fees	Percent of Joint Venture
Harvey M. Rose Associates, LLC	83.9%	100.0%
Rodriguez, Perez, Delgado & Company	11.7%	N/A
Hampton Smith	4.4%	N/A
Total	100%	100%

The allocation of professional staff hours presented here is for planning purposes. Actual hours may vary by Joint Venture partner, subcontractor, and classification, based on Contractor's assessment of the Board of Supervisors' service requirements. In no event will payments to the LBE subcontractors drop below the 16% threshold established by the City. Contractor will provide reports to the Clerk of the Board of Supervisors each month showing actual hours of service for the quarter and year-to-date and a forecast for the balance of the year, by service area, Joint Venture partner, subcontractor and staff classification.

President, District 10
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6516
Fax No. 554-7674
TDD/TTY No. 544-6546

Shamann Walton

PRESIDENTIAL ACTION

Date: 6/8/2021

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____

(Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. _____

210622

Clerk of the Board

(Primary Sponsor)

Title. Cost of Living Adjustment to the Contract for Budget and Legislative Analyst Services - \$1,220,283

From: Government Audit & Oversight

Committee

To: Budget & Appropriations

Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: _____

Replacing Supervisor: _____

For: _____

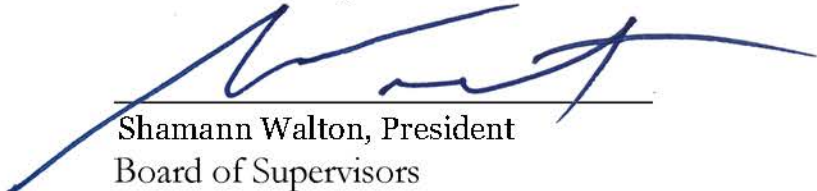
(Date)

(Committee)

Meeting

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting



Shamann Walton, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210622

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
BOS Board of Supervisors	angela.calvillo@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Budget and Legislative Analyst Joint Venture	TELEPHONE NUMBER 415-552-9292
STREET ADDRESS (including City, State and Zip Code) 1390 Market St, Suite 1150, San Francisco, CA 94102	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 210622
DESCRIPTION OF AMOUNT OF CONTRACT \$17,792,034		
NATURE OF THE CONTRACT (Please describe) Budget and legislative analyst services to the Board of Supervisors		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Rose	Harvey	Other Principal Officer
2	Campbell	Severin	Other Principal Officer
3	Brousseau	Fred	Other Principal Officer
4	Goncher	Dan	Other Principal Officer
5	Rodriguez, Perez, Delgado		Subcontractor
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Question(s) submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Subject:

The text is listed:

Signature of Sponsor:

For Clerk's Use Only