

**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**

<b>Staff Level</b>	<b>Rate</b>
<b>Principal Analyst</b>	\$201.35
<b>Senior Analyst</b>	\$153.63
<b>Analyst</b>	\$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.

<b>Staff Level</b>	<b>Proposed Contract Hours</b>
<b>Principal Analyst</b>	4,175
<b>Senior Analyst</b>	4,845
<b>Analyst</b>	7,840
<b>Total</b>	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
<b>Harvey M. Rose Associates, LLC</b>	83.9%	100.0%
<b>Rodriguez, Perez, Delgado &amp; Company</b>	11.7%	N/A
<b>Hampton Smith</b>	4.4%	N/A
<b>Total</b>	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.



## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://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

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

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	

#### 3. FILER'S CONTACT

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

#### 4. CONTRACTING DEPARTMENT CONTACT

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

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

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 210622
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$17,792,034		
<b>NATURE OF THE CONTRACT (Please describe)</b> 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**

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

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