

DRAFT 11.28.2023
City and County of San Francisco
Office of Contract Administration
Purchasing Division

Fourth Amendment
Agreement between the City and County of San Francisco and
San Francisco Pretrial Diversion Project, Inc.
(Contract No. 1000021909)

THIS AMENDMENT (this “Amendment”) is made as of **January 01, 2024** in San Francisco, California, by and between **San Francisco Pretrial Diversion Project, Inc.** (“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 increase the contract amount by adding additional funding for FY2023-2024; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP SHF2020-04/Event No. 0000004830 - Pretrial Services, a Request for Proposal (“RFP”) issued on December 22, 2020 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on November 16, 2020 from the Civil Service Commission under PSC number 44812-20/21 in the amount of \$19,830,206 for the period of three years; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution No. 210484 dated on June 15, 2021; and

WHEREAS, the City’s Board of Supervisors approved this Amendment by _____ on _____.

NOW, THEREFORE, Contractor and the City 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 July 01, 2021 between Contractor and City, Contract ID: 1000021909, as amended by the:

First Amendment, dated July 01, 2022, and

Second Amendment, dated November 01, 2022 and

Third Amendment, date May 01, 2023.

1.2 **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:

1.3 **Compensation.** Section 3.3.1 Calculation of Charges of the Agreement currently reads as follows:

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **\$19,263,772 (Nineteen Million Two Hundred Sixty Three Thousand Seven Hundred Seventy Two)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement

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

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **\$19,763,114 (Nineteen Million Seven Hundred Sixty Three Thousand One Hundred Fourteen Dollars)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

1.4 **Appendix B-2D.** Appendix B-2D is hereby replaced in its entirety by Appendix B-3, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-2D in any place, the true meaning shall be Appendix B-3, which is a correct and updated version.

Article 3 – Updates of Standard Terms to the Agreement

Article 4 - Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after **January 01, 2024**.

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:

By: _____

CONTRACTOR
**San Francisco Pretrial Diversion
Project, Inc.**

Paul Miyamoto
Sheriff
San Francisco Sheriff's Office

David Mauroff
Chief Executive Officer
236 – 8th Street, Suite E
San Francisco, CA 94103

Approved as to Form:

City Supplier number: **0000011529**

David Chiu
City Attorney

By: _____
Sarah Fabian
Deputy City Attorney

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

Attached Appendices:

Appendix B – SFP Pretrial Budget FY 23-24 (B-3)

SF Pretrial Service Budget Program Summary 2023 (C-4)

**San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

10/1/2023

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023 - 6/30/2024

Total Program Budget Summary

Budget Expense Line Items:	Total Budget Request*
A) Program Salaries & Fringe Benefits	\$ 5,038,784
B) Direct Program Operating Expenses	\$ 557,611
C) Program [Sub-]Contract Services	\$ 150,000
D) Program Equipment Purchase	\$ -
X) Non-Program Indirect/Admin/Overhead Costs** (20.0%)	\$ 1,007,757

TOTAL PROGRAM [& NON-PROGRAM] AMOUNT:

\$ 6,754,152

*Totals must match subtotals on corresponding budget pages. (Hint: complete those pages first and the totals from each page will populate this summary page.)
 Indirect/Admin/Overhead ("Non-Program") costs cannot exceed **20% of Program Costs without sufficient justification and SFSO CFO's approval. There is no corresponding budget page for Indirect/Admin/Overhead costs. Please note Indirect/Overhead is only allowed for Program Salaries & Fringe Benefits.

Agency's Director or Financial Officer

Date:

FOR SHERIFF USE ONLY

Program Budget Approved

Sheriff's Chief Financial Officer

Date:

Data entry of Approved Budget

Date:

Funding Source Codes and Amount: _____

San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

10/1/2023

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023 - 6/30/2024

A) Program Salary and Fringe Benefits Budget Summary

	Position/Title	Hrs/ Wk	Wks/ Yr	Hourly Salary	FTE	Salary Amt	Fringe %	Fringe Amt	Total Salary Request
1	Chief Executive Officer	25	52	\$85.58	0.625	\$ 111,254	22.77%	\$ 25,330	\$ 136,584
2	Director of Programs	25	52	\$63.10	0.625	\$ 82,030	22.77%	\$ 18,676	\$ 100,706
3	Deputy Program Director	25	52	\$54.33	0.625	\$ 70,629	22.77%	\$ 16,081	\$ 86,710
4	Director of Policy and Evaluation	16	52	\$55.53	0.40	\$ 46,201	22.77%	\$ 10,519	\$ 56,720
5	Grants and Contracts Manager	10	52	\$41.11	0.25	\$ 21,377	22.77%	\$ 4,867	\$ 26,244
6	OR Manager	40	52	\$43.07	1.00	\$ 89,586	22.77%	\$ 20,397	\$ 109,983
7	OR Assistant Manager	40	52	\$37.98	1.00	\$ 78,998	22.77%	\$ 17,986	\$ 96,984
8	OR Shift Supervisor	80	52	\$38.07	2.00	\$ 158,371	22.77%	\$ 36,057	\$ 194,428
9	Pretrial Release Specialist Swing/Mid 2	80	52	\$34.20	2.00	\$ 142,272	22.77%	\$ 32,392	\$ 174,664
10	Pretrial Release Specialist Swing/Mid 2 (Bilingual)	160	52	\$36.09	4.00	\$ 300,269	22.77%	\$ 68,364	\$ 368,633
11	Pretrial Release Specialist 2	80	52	\$34.33	2.00	\$ 142,813	22.77%	\$ 32,515	\$ 175,328
12	Pretrial Release Specialist 2 (Bilingual)	80	52	\$34.94	2.00	\$ 145,350	22.77%	\$ 33,093	\$ 178,443
13	Pretrial Release Specialist Swing/Mid 1	120	52	\$29.21	3.00	\$ 182,270	22.77%	\$ 41,498	\$ 223,768
14	Pretrial Release Specialist 1	80	52	\$27.96	2.00	\$ 116,314	22.77%	\$ 26,482	\$ 142,796
15	Pretrial Release Specialist 1 (Bilingual)	80	52	\$30.61	2.00	\$ 127,338	22.77%	\$ 28,992	\$ 156,330
16	Judicial Liaison	8	52	\$60.37	0.20	\$ 25,114	22.77%	\$ 5,718	\$ 30,832
17	ACM Manager	40	52	\$42.59	1.00	\$ 88,587	22.77%	\$ 20,169	\$ 108,756
18	ACM Assistant Manager	40	52	\$37.98	1.00	\$ 78,998	22.77%	\$ 17,986	\$ 96,984
19	ACM Assistant Manager (bilingual)	40	52	\$38.63	1.00	\$ 80,350	22.77%	\$ 18,294	\$ 98,644
20	Lead ACM Case Manager	40	52	\$34.38	1.00	\$ 71,510	22.77%	\$ 16,281	\$ 87,791
21	ACM Case Manager	348	52	\$30.67	8.70	\$ 555,004	22.77%	\$ 126,361	\$ 681,365
22	ACM Case Manager (Bilingual)	160	52	\$32.13	4.00	\$ 267,322	22.77%	\$ 60,863	\$ 328,185
23	ACM Case Manager (Group facilitation)	59.23	52	\$32.65	1.48	\$ 100,561	22.77%	\$ 22,895	\$ 123,456
24	Continuum of Care Navigator	80	52	\$33.07	2.00	\$ 137,571	22.77%	\$ 31,322	\$ 168,893
25	Director of Judicial Services	40	52	\$57.16	1.00	\$ 118,893	22.77%	\$ 27,069	\$ 145,962
26	Court Team Manager	40	52	\$42.55	1.00	\$ 88,504	22.77%	\$ 20,150	\$ 108,654
27	Assistant Manger - Judicial Services	40	52	\$38.60	1.00	\$ 80,288	22.77%	\$ 18,280	\$ 98,568

Appendix B-3

28	Court Liaison	120	52	\$29.71	3.00	\$ 185,390	22.77%	\$ 42,209	\$ 227,599
29	Court Liaison (Bilingual)	80	52	\$31.20	2.00	\$ 129,792	22.77%	\$ 29,550	\$ 159,342
30	ICR Case Manager	40	52	\$30.60	1.00	\$ 63,648	22.77%	\$ 14,491	\$ 78,139
31	ICR Case Manager (Bilingual)	40	52	\$32.13	1.00	\$ 66,830	22.77%	\$ 15,216	\$ 82,046
32	Diversion Services Manager	24	52	\$44.47	0.60	\$ 55,499	22.77%	\$ 12,636	\$ 68,135
33	PTD Assistant Manager	30	52	\$38.70	0.75	\$ 60,372	22.77%	\$ 13,745	\$ 74,117
34	PTD Lead Case Manager	40	52	\$34.86	1.00	\$ 72,509	22.77%	\$ 16,509	\$ 89,018
35	PTD Case Manager	80	52	\$32.00	2.00	\$ 133,120	22.77%	\$ 30,308	\$ 163,428
36	PTD Case Manager (Bilingual)	80	52	\$32.13	2.00	\$ 133,661	22.77%	\$ 30,431	\$ 164,092
37	Court Compliance Specialist	40	52	\$27.96	1.00	\$ 58,157	22.77%	\$ 13,241	\$ 71,398
38	Court Compliance Specialist (Bilingual)	40	52	\$28.80	1.00	\$ 59,902	22.77%	\$ 13,638	\$ 73,540
39	Lead Program Assistant	40	52	\$36.09	1.00	\$ 75,067	22.77%	\$ 17,091	\$ 92,158
40	Program Assistant	160	52	\$27.10	4.00	\$ 225,472	22.77%	\$ 51,335	\$ 276,807
41	Group Facilitator	8	5	\$35.65	0.02	\$ 1,426	22.77%	\$ 325	\$ 1,751
FTE Total:						67.27	Subtotal Salary & Fringe Benefits:		\$ 5,927,981

Please insert additional lines as needed for all positions in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.

\$ (889,197.15)
\$ 5,038,784

San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

10/1/2023

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023 - 6/30/2024

B) Direct Program Operating Expenses Summary

Expense Item	Description/Purpose		Request Amount
	Monthly Amount	# of Months	
Program Materials/Supplies:			
Office Supplies	\$ 583.33	12	\$ 7,000
Printing	\$ 500.00	12	\$ 6,000
Educational/Training Materials - Participants	\$ -	0	\$ -
Client travel (public transportation)	\$ -	0	\$ -
Postage	\$ -	0	\$ -
Rent	\$ 30,600.92	12	\$ 367,211
Office Equipment Lease	\$ -	0	\$ -
Office Equipment/IT/Cells Phones	\$ -	0	\$ -
Utilities	\$ 583.33	12	\$ 7,000
Program Staff Training	\$ -	0	\$ 50,000
Program Staff Travel (Local & Out of Town)	\$ 1,200.00	12	\$ 14,400
Other (describe):	\$ -	0	\$ -
Client Flex Fund	\$ 8,000.00	12	\$ 96,000
Conferences	\$ -	0	\$ 10,000
	\$ -	0	\$ -
	\$ -	0	\$ -
	\$ -	0	\$ -
	\$ -	0	\$ -
Subtotal Other Current Expenses:			\$ 557,611

**San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request**

Agency Name:

Date:

San Francisco Pretrial Diversion Project, Inc.

10/1/2023

Program Title:

Grant/Contract Period:

Pretrial Services

7/1/2023 - 6/30/2024

C) Program [Sub-]Contract Services

Consultants/Professional Services*					
Name	Agency	Description of Services	Estimated Cost Per Hour	Estimated Hours	Request Amount
Jones IT		Managed IT Services	\$ 125.00	1,200	\$ 150,000
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
Other [Sub-]Contract Services (provide description):					
Item (Example):	Description:		Estimated Cost Per Hour	Estimated Hours	Request Amount
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
Subtotal for [Sub-]Contractual Services:					\$ 150,000

***Please submit to SFSO Financial Services a copy of your agency's contract or agreement with each [sub-]contractor/consultant identified in your budget. This is normally a one-time submission. Please contact SFSO Financial Services with any questions regarding this.**

Please insert additional lines as needed for all [sub-]contractors/consultants in your program budget and double-check the Subtotal line to verify that the formula includes all applicable cells in range.

**San Francisco Sheriff's Office
Financial Services
FY 2023-2024 Budget Request**

Agency Name:

San Francisco Pretrial Diversion Project, Inc.

Date:

10/1/2023

Program Title:

Pretrial Services

Grant/Contract Period:

7/1/2023 - 6/30/2024

D) Program Equipment Purchase

Equipment to be purchased	Purpose for Equipment	Request Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal for Equipment Purchases:		\$ -

**San Francisco Pretrial Diversion Project, Inc.
 Summary of Program Budget Changes - FY2022-2024
 Contract Term: 7/1/2021 - 6/30/2024
 Amendment # 4**

Program: Pretrial Services

	Fiscal Year	Contract Term	Yearly Contract or CODB Amount
Original Contract			
FY 21-22 - Pretrial Services	FY 2021-2022	7/1/2021 - 6/30/2022	\$ 6,254,810
FY 22-23 - Pretrial Services	FY 2022-2023	7/1/2022 - 6/30/2023	\$ 6,254,810
FY 23-24 - Pretrial Services	FY 2023-2024	7/1/2023 - 6/30/2024	\$ 6,254,810
Amendment # 1			
FY 22-23 - CODB - 3%	FY 2022-2023	7/1/2022 - 6/30/2023	\$ 187,644
Amendment # 2			
FY 22-23 - CODB - 4%	FY 2022-2023	11/1/2022 - 6/30/2023	\$ 257,698
Amendment # 3			
FY22-23 - Added Additional Funding	FY 2022-2023	5/1/2023 - 6/30/2023	\$ 54,000
Amendment #4			
FY23-24 - Add Funding to Base Budget	FY2023-2024	10/1/2023 - 6/30/2024	\$ 499,342
TOTALS			\$ 19,763,114