

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

**Third Amendment to Agreement between the City and County of San Francisco  
and  
Harvey M. Rose Associates, LLC, Debra A. Newman, Louie & Wong, LLP, A Joint  
Venture**

THIS AMENDMENT (this "Amendment") is made as of August 18, 2016, in San Francisco, California, by and between Harvey M. Rose Associates, LLC, Debra A. Newman, Louie & Wong, LLP, A 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 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 July 19, 2016, the Board of Supervisors adopted Motion M16-096 enacting a two and one quarter percent (2.25%) COLA, to be effectuated no earlier than July 1, 2016, resulting in a \$47,856 increase to the contract in future fiscal years; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase Contractor's billing rates, update Appendix B-2, and update standard contractual clauses;

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 and second amendment, dated October 19, 2015

**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. 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) and shall not exceed \$2,060,000 per Fiscal Year thereafter unless the Board of Supervisors adopts a motion enacting a cost of living adjustment (COLA). 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-1, "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 Board of Supervisors Department 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) and shall not exceed \$2,174,806 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-3, "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-3.** Appendix B-2 "Calculation of Charges" is replaced in its entirety by Appendix B-3, 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, 2016.

**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**

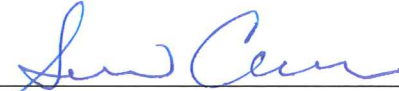
**CONTRACTOR**

Recommended by:

Harvey M. Rose Associates, LLC, Debra A. Newman, Louie & Wong, LLP, A Joint Venture



Angela Calvillo  
Clerk of the Board  
Board of Supervisors



Severin Campbell  
Joint Venture Partnership Manager  
1390 Market Street, Suite 1025  
San Francisco, CA 94102  
City vendor number: 81834

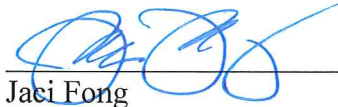
Approved as to Form:

Dennis J. Herrera  
City Attorney

By: 

Jon Givner  
Deputy City Attorney

Approved:



Jaci Fong  
Director of the Office of Contract Administration, and Purchaser

**Appendix**

B-3: Calculation of Charges

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16 AUG 23 PM 2:38  
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**Appendix B-3  
Calculation of Charges**

The following hourly rates, annual hours allocation and fee schedules will apply to the Budget and Legislative Analyst Joint Venture, which consists of Harvey M. Rose Associates, LLC, Debra A. Newman, and Louie & Wong, LLP.

**Hourly Rates**

Staff Level	Rate
<b>Principal Analyst</b>	\$179.42
<b>Senior Analyst</b>	\$135.92
<b>Analyst</b>	\$97.86

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. 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 \$2,174,806 in FY 2016-17 and thereafter 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
<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>	53.7%	64.0%
<b>Debra A. Newman</b>	22.4%	26.6%
<b>Louie &amp; Wong, LLP</b>	7.9%	9.4%
<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. In addition, Joint Venture partners that are also certified LBE will receive 35% of net contract proceeds after payment to the subcontractors. 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.