

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

Fourth Amendment

THIS AMENDMENT (this “Amendment”) is made as of **May 1, 2018** in San Francisco, California, by and between **TIDES CENTER** (“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 extend the contract term, increase the contract amount and to update the scope, budget, and standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through an RFP on November 30, 2007 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract Number 2000-03/04, on April 3, 2018; and

WHEREAS, a Sole Source Waiver was granted from the Office of Contract Administration on April 3, 2018.

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 1, 2008 between Contractor and City and,

First Amendment dated July 1, 2010, and
Second Amendment dated November 1, 2012, and
Third Amendment dated July 1, 2016

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 to the Agreement.

The Agreement is hereby modified as follows:

2.1 Term of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from July 1, 2008 to June 30, 2018.

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

Subject to Section 1, the term of this Agreement shall be from July 1, 2018 to June 30, 2019.

2.2 Section b. 05 Compensation, of the Agreement currently reads as follows:

Compensation shall be made in monthly payments n or before the 30th day of each month for work, as set forth in Section 4 of this Agreement that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Forty Million Five Hundred Eight Thousand and Three Hundred Seventeen DOLLARS (\$40,508,317)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges", attached hereto and incorporated by reference as though fully set forth herein. Nor 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 Department of Public Health 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.

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

Compensation shall be made in monthly payments n or before the 30th day of each month for work, as set forth in Section 4 of this Agreement that the Director of the Homelessness and Supportive Housing Department, in his or her sole discretion, concludes has been performed as the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Forty-Seven Million Seven Hundred Thirty Four Thousand Thirty-Five DOLLARS (\$47,734,035)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges", attached hereto and incorporated by reference as though fully set forth herein. Nor 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 Department Homelessness and Supportive Housing 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.

2.3 Section 25. Notice to Parties of the Agreement currently reads as follows:

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communication sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Department of Public Health
Contracts Unit
101 Grove Street, Room 402
San Francisco, CA 94102
Email: Irene.carmona@sfdph.org

and: Margo Antonetty
Contract Administrator
San Francisco Department of Public Health
101 Grove Street
San Francisco, CA 94102
Email: margo.antonetty@sfdph.org

To: Contractor: TIDES Center
The Presidio, P.O. Box 29907
San Francisco, CA 94129
Email: cdartis@tides.org

For Payments Same as For Notices

Any notice of default must be sent by registered mail.

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

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communication sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Department of Homelessness and Supportive Housing
Contracts Unit
1360 Mission Street, Suite 200
San Francisco, CA 94103

To Contractor: Contractor: TIDES Center
The Presidio, P.O.Box 29907
San Francisco, CA 94129
Email: cdartis@tides.org

2.4. Section 48. Modifications of Agreement

Such section is hereby modified to delete sub-section b. Departmental Transition and Continuity.

The Appendices listed below are amended as follows:

2.5. Appendix A-1, Services to be Provided of the Agreement is hereby replaced in its entirety and re-attached as Appendix A-1.

2.6. Appendix B, Budget of the Agreement is hereby replaced in its entirety by the modified Appendix B attached herewith.

Article 3 Effective Date

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

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

<p>CITY Recommended by:</p> <hr/> <p>Jeff Kositsky Director Department of Homelessness and Supportive Housing</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Anne Pearson Deputy City Attorney</p> <p>Approved:</p> <hr/> <p>Jaci Fong Director of the Office of Contract Administration, and Purchaser</p>	<p>CONTRACTOR TIDES CENTER</p> <hr/> <p>Kriss Deiglmeier Executive Director The Presidio, P.O. Box 29907 San Francisco, CA 94129</p> <p>City vendor number: 41576</p>
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