

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of **May 1, 2019**, in San Francisco, California, by and between **Leaders in Community Alternatives, 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 extend the performance period for three months and to increase the contract amount from \$2,000,000 to \$2,465,000;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **48796-13/14 MOD** on **February 6, 2019**;

NOW, THEREFORE, Contractor and the City agree as follows:

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated **May 1, 2014** between Contractor and City, as amended by the:

First amendment,	dated May 1, 2017 , and
Second amendment,	dated May 1, 2018 .

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. 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 2. Section 2, **Term** of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **May 1, 2014 to April 30, 2019**. In Addition, the City shall have one option to extend the term, for a period of one year, by mutual agreement in writing.

In addition, the City shall have the option to extend the term of the Agreement for additional periods(s) of not less than two (2) months, and City shall provide notice to Leaders in Community Alternatives, Inc. of intention to extend the term of the Agreement at least thirty (30) days before expiration of the Agreement.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **May 1, 2014 to July 31, 2019**.

In addition, the City shall have the option to extend the term of the Agreement for additional periods(s) of not less than two (2) months, and City shall provide notice to Leaders in Community Alternatives, Inc. of intention to extend the term of the Agreement at least thirty (30) days before expiration of the Agreement.

2b. Section 5. Section 5, **Compensation** of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made in monthly payment on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Two Million Dollars (\$2,000,000)**. 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. 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 San Francisco Sheriff's 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.

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

5. Compensation. Compensation shall be made in monthly payment on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the Sheriff, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Two Million Four Hundred Sixty-Five Thousand Dollars (\$2,465,000)**. 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. 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 San Francisco Sheriff's 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.

2c. Section 25. Section **25, Notices to the Parties** of the Agreement currently reads as follows:

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

To City: Bree Mawhorter, Chief Financial Officer
San Francisco Sheriff's Department
1 Dr. Carlton B. Goodlett Place, Room 456
San Francisco, CA 94103
bree.mawhorter@sfgov.org
Fax# 415 554-7050

To Contractor: Linda Connelly, President, CEO
Leaders in Community Alternatives, Inc.
1035 Market Street, Room 550
San Francisco, CA 94103
lconnelly@LCAservices.com
Fax# 415 546-1932

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

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

To City: Crispin Hollings, Chief Financial Officer
San Francisco Sheriff's Department
1 Dr. Carlton B. Goodlett Place, Room 456
San Francisco, CA 94103
crispin.hollings@sfgov.org

To Contractor: Kent Borowick, COO and CFO
Leaders in Community Alternatives, Inc.
160 Franklin Street, Suite 310
Oakland, CA 94607
kborowick@lcaservices.com

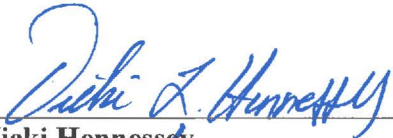
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

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.

CITY

Recommended by:



Vicki Hennessey
Sheriff
San Francisco Sheriff's Department

CONTRACTOR

Leaders in Community Alternatives, Inc.




Kent Borowick
COO/CFO
160 Franklin Street, Suite 310
Oakland, CA 94607

City vendor number: **0000016439**

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Jana Clark
Deputy City Attorney

Approved:

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