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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **September 1, 2018**, in San Francisco, California, by and between **Keefe Commissary Network**, **L.L.C** ("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 [give a general description of what the Amendment is doing, such as "extend the performance period, increase the contract amount, and update standard contractual clauses":

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 September 1, 2014 between Contractor and City, as amended by the:

First amendment, dated September 1, 2017.

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 September 1, 2014 to August 31, 2018. In addition, the City shall have one (1) option to extend the term for a period of one year, by mutual agreement in writing.

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 September 1, 2014 to August 31, 2019.
- **2b. Section 25.** Section **25.** Notices to the Parties currently reads as follows:
- 25. 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. Cardlett Place Page 456

1 Dr. Carlton B. Goodlett Place, Room 456

San Francisco, CA 94103 <u>Bree.mawhorter@sfgov.org</u> Fax# (415) 554-7050

To Contractor:

Terry Schroeder, Vice President, Western Region

Keefe Commissary Network, LLC.

13369 Valley Blvd. Fontana, CA 92335

tschroeder@keefegroup.com

Fax# (909) 357-2352

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 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 <u>Crispin.Hollings@sfgov.org</u> Fax# (415) 554-7050

To Contractor: T

Terry Schroeder, Vice President, Western Region

Keefe Commissary Network, LLC.

13369 Valley Blvd. Fontana, CA 92335

tschroeder@keefegroup.com

Fax# (909) 357-2352

Any notice of default must be sent by registered mail.

- 3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after September 1, 2018.
- 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 Hennessy

Sheriff

San Francisco Sheriff's Department

Approved as to Form:

Dennis J. Herrera City Attorney

By:

Jana Clark

Deputy City Attorney

CONTRACTOR

Keefe Commissary Network, LLC.

John Puricelly Jo

Executive Vice President, GM

10880 Linpage Place Saint Louis, MO 63132

City vendor number: Supplier Number

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