

**CITY AND COUNTY OF SAN FRANCISCO**

**SECOND AMENDMENT**

**CONTRACT ID: 1000018223**

THIS SECOND AMENDMENT (this “Amendment”) is made as of **November 15, 2020**, in San Francisco, California, by and between **Off the Grid Services LLC, 2 Marina Blvd. C370, San Francisco, CA 94123** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its **Human Services Agency**.

**RECITALS**

WHEREAS, City and Contractor have previously entered into an agreement dated May 29, 2020 (the “Agreement”); and

First Amendment

dated August 31, 2020

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to revise the term; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Qualifications (“RFQ”) #999 issued on April 23, 2020, in which City selected Contractor;

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

**Article 1 Modifications to the Agreement.**

1. **Article 2.1.** Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on **May 29, 2020** and continue through **December 31, 2020**, unless earlier terminated as otherwise provided herein.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on **May 29, 2020** and expire on **May 28, 2021**, unless earlier terminated as otherwise provided herein.

2. **Article 3.3.1. Payment** of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for 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 Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million, Four Hundred Five Thousand Dollars (\$9,405,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. 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.

Such section is hereby superseded in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B-1, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the HSA Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Thirty Six Million, One Hundred Thirty Five Thousand Dollars (\$36,135,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B-1. In no event shall City be liable for interest or late charges for any late payments.

3. **Appendix A.** Appendix A of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-1, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

4. **Appendix B.** Appendix B, Calculation of Charges of the Aforesaid Agreement displays the original total amount of \$9,405,000.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges which displays the budget as herein modified to \$36,135,000.

5. This Amendment shall be effective on and after the date of this Amendment.

6. 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**

**OFF THE GRID SERVICES LLC**

Approved by:

By: \_\_\_\_\_  
Trent Rhorer  
Executive Director  
Human Services Agency

By: \_\_\_\_\_  
Print Name: Lindsey Newton  
Title: Chief Financial Officer  
Address: 2 Marina Blvd. C370  
City, State ZIP: San Francisco, CA 94123

Approved as to Form:

City Supplier ID: 0000042567

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
David Ries  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Sailaja Kurella,  
Acting Director of the Office of Contract  
Administration, and Purchaser