# CITY AND COUNTY OF SAN FRANCISCO

**COVID-19 EXPEDITED CONTRACT AMENDMENT**

**CONTRACT ID: [Insert Contract ID]**

THIS AMENDMENT (this “Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **[insert name of Contractor]** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its **[insert name of City Department]**.

**RECITALS**

WHEREAS, on May 11, 2020, Mayor London N. Breed issued a Thirteenth Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency dated February 25, 2020, that authorized the City’s Controller to adopt a policy allowing departments to modify agreements existing as of May 11, 2020, on an expedited basis;

WHEREAS, on May 22, 2020, the Controller issued a policy pursuant to the Mayor’s authorization to expedite limited modifications of agreements expiring on or before September 30, 2020, to permit time extensions up to six months but no later than December 31, 2020, and budgetary increases commensurate with any time extensions granted (the “Policy”);

WHEREAS, the Policy provides a streamlined process for contract modifications whereby amendments pursuant to the Policy are executed by Department Heads or their designees and contractors using a form of agreement approved by the City Attorney;

WHEREAS, this Amendment is made pursuant to the Policy, and does not deviate from the Policy;

WHEREAS, only to the extent this Amendment does not deviate from the Policy, this Amendment is made on a form approved by the City Attorney; and

WHEREAS, City and Contractor have previously entered into an agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Agreement”), as amended by Amendment One dated\_\_\_\_\_\_\_\_\_\_\_\_; and Amendment\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_\_ **[modify as appropriate].**

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

**AGREEMENT**

1. The term of the Agreement shall be extended to and including \_\_\_\_\_\_\_\_\_\_\_\_\_, unless earlier terminated as provided in the Agreement.

2. The total amount of compensation paid under the Agreement shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_ **[insert whole dollar amount in numbers and words].** All other payment terms in the Agreement shall remain in full force and effect.

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

4. Contractor acknowledges that this Amendment is made pursuant to a Policy necessitated by the COVID-19 emergency and expressly waives the Agreement’s requirement that modifications may only be made by a written instrument executed and approved in the same manner as the Agreement.

5. 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**Approved by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[name]****[title]****[department]** | **CONTRACTOR****[company name]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[name of authorized representative]****[title]****[optional: address]****[optional: city, state, ZIP]**City Supplier Number: **[Supplier Number]** |

Approved as to Form by City Attorney on May 22, 2020

(Effective May 22, 2020 – December 31, 2020)

Dennis J. Herrera

City Attorney

By: Elaine M. O’Neil

Deputy City Attorney