

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

Second Amendment

THIS SECOND AMENDMENT (“Amendment”) is made as of October 22, 2025, in San Francisco, California, by and between AT&T dba AT&T Mobility (“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 and increase the contract amount; and

WHEREAS, on March 10, 2020, the Office of Contract Administration approved the Department’s request, made under Administrative Code Section 21.16(b), to use the directly negotiated agreement CALNET FirstNet Contract C3A2FN9-18 of the California Department of Technology (“CDT”) for FirstNet services awarded to Contractor (available as of the Effective Date at <https://cdt.ca.gov/services/calnet-services> under the heading Category 9.1) (as now or hereafter amended, restated or otherwise modified, the “CALNET Contract”) and this modification is consistent therewith; and

WHEREAS, pursuant to S.F. Charter section 9.118, the City’s Board of Supervisors approved the First Amendment to the Agreement which extended the term and increased the maximum amount of the Agreement by Resolution 113-23 on March 24, 2023 ; and

WHEREAS, on July 22, 2025 the State of California extended the term of the CALNET Contract which was set to expire on October 21, 2025 by an additional 18 months to April 21, 2027; and

WHEREAS, on XXXXX, 2025, the Office of Contract Administration, approved the Department’s request, made under Administrative Code Section 21.16(b), to continue to leverage the competitive procurement of the California Network and Telecommunications (“CALNET”) Program and its resulting contract; and

WHEREAS, professional services are not included in the scope of this Agreement; and therefore there is no Local Business Entity subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s **Board of Supervisors** under **[insert resolution number]** approved on **[insert date of Board action]** in the

amount of [insert Dollar Amount] for the period commencing June 1, 2020 and ending April 21, 2027; and

Now, THEREFORE, the parties 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 June 23, 2020 between Contractor and City, as amended by the:

First Amendment, dated November 1, 2022.

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 of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Article 2 Term of the Agreement. Article 2 Term of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on June 23, 2020 and expire on October 21, 2024, which is coterminous with the CALNET Contract, after accounting for DCT's exercise of the two one-year extensions available under the CALNET Contract unless this Agreement is earlier terminated as otherwise provided herein or as in Section 2.2 below.

2.2 If the CALNET Contract is not extended to October 21, 2025, this Agreement shall likewise terminate as of the effective date of the CALNET Contract termination.

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

2.1 The term of this Agreement shall commence on June 23, 2020 and expire on April 21, 2027, which is coterminous with the CALNET Contract unless this Agreement is earlier terminated as otherwise provided herein or as in Section 2.2 below.

2.2 **Reserved.**

2.2 Section 3.3.1 Payment and Agreement Maximum Amount. Section 3.3.1 Payment and Agreement Maximum Amount of the Agreement currently reads as follows:

3.3.1 **Payment and Agreement Maximum Amount.** 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 C, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Chief Information Officer of City, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of the invoice date unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$22,252,968 .00 (Twenty-Two Million Two Hundred Fifty Two Thousand

and Nine Hundred Sixty Eight Dollars). If the compensation cap will be reached prior to the expiration of the contract, the City will work in good faith to increase the compensation cap. The breakdown of charges associated with this Agreement appears in Appendix C, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. 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:

3.3.1 Payment and Agreement Maximum Amount. 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 C, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Chief Information Officer of City, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of the invoice date unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$ \$29,572,719.00 (Twenty-Nine Million Five Hundred Seventy Two Thousand and Seven Hundred Nineteen Dollars). If the compensation cap will be reached prior to the expiration of the contract, the City will work in good faith to increase the compensation cap. The breakdown of charges associated with this Agreement appears in Appendix C, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

Article 3 Updates of Standard Terms to the Agreement

Reserved.

Article 4 Effective Date

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

Article 5 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY
Recommended by:

Michael Makstman
City Chief Information Officer &
Executive Director
Department of Technology

CONTRACTOR
AT&T DBA AT&T Mobility

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

City Supplier number: 0000024955

Approved as to Form:

David Chiu
City Attorney

By: _____
Margarita Gutierrez
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: _____
Sailaja Kurella Director of the Office of
Contract Administration, and Purchaser

