

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of 1st day of November 2022, 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 for the sole purpose of increasing 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, on _____, 2022, 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, pursuant to S.F. Charter section 9.118, the City’s Board of Supervisors approved this Agreement by Resolution XXX-XX on March XX, 2023; 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

NOW, THEREFORE, Contractor and the City 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:

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 **Payment and Agreement Maximum Amount.** Section 3.3.1 of the Agreement, Payment and Agreement Maximum Amount, 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 **\$9,000,000 (Nine Million 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 **\$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.

Article 3 Updates of Standard Terms to the Agreement (Reserved)

Article 4 Effective Date

Each of the modifications set forth in Article 2 shall be effective on and after the 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

CONTRACTOR

Recommended by:

AT&T DBA AT&T Mobility

Linda Gerull
City Chief Information Officer
Department of Technology

DocuSigned by:

November 9, 2022 | 4:22 PM
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City Supplier number: 0000024955

Approved as to Form:

David Chiu
City Attorney

By: _____
William Sanders
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

