

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

**First Amendment
between the City and County of San Francisco and
AT&T Mobility**

THIS AMENDMENT (this “Amendment”) is made as 2nd day of January 2023, in San Francisco, California, by and between AT&T Mobility National Accounts, LLC, 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 term and increase the contract amount; and

WHEREAS, on March 9, 2020, the Office of Contract Administration, approved the Department’s request, made under Administrative Code Section 21.16(b), to use the competitive procurement process of the California Department of Technology (“CDT”) for Cellular Voice and Data Services issued under the California Network and Telecommunications (“CALNET”) program, based upon the new CALNET Contract C4-CVD-19-001-04 for CALNET Cellular Business Services (Category 19.1) awarded to Contractor (available as of the Effective Date at <https://cdt.ca.gov/services/calnet-services> under the heading Category 19.1-19.2) (as now or hereafter amended, restated or otherwise modified, the “CALNET Contract”);

WHEREAS, on _____, 2023, 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 CALNET 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 1, 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 **Article 2: Term of the Agreement.** Article 2 of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on June 1, 2020 and expire on May 22 2023, as the CALNET Contract is currently scheduled to expire on May 22, 2023, unless earlier terminated as otherwise provided herein.

2.2 If CDT executes an extension of the existing CALNET Contract with Contractor, the City shall have two (2) optional extensions to renew the Agreement for a period of two years per each extension (provided that notwithstanding the foregoing, any extended term of this Agreement shall be limited so as not to exceed the term of the CALNET Contract). The City may extend this Agreement beyond the expiration date by exercising these options at the City’s sole and absolute discretion by providing no less than sixty (60) days’ prior written notice to Contractor. In such event Contractor shall reasonably cooperate with City to modify this Agreement to reflect such extended term as provided in Section 11.5, “Modification of this Agreement;” provided Contractor’s failure to do so shall not affect the validity of such extended term.

2.3 If the CALNET Contract is terminated prior to its scheduled termination, this Agreement shall likewise terminate as of the effective date of such 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 1, 2020 and expire on June 30 2027, as the CALNET Contract is currently scheduled to expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 If the CALNET Contract is terminated prior to its scheduled termination, this Agreement shall likewise terminate as of the effective date of such CALNET Contract termination.

2.2 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 **\$9,500,000** (Nine Million and Five Hundred Thousand 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 **\$18,582,078 (Eighteen Million and Five Hundred Eighty-Two Thousand and Seventy-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.

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:
Jack Wildermuth

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Jack Wildermuth
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Jw8001@att.com

January 11, 2023 | 2:

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