

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of this 1st day of June, 2022, in San Francisco, California, by and between Celco Partnership d/b/a Verizon Wireless (“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, increase the contract amount, and update standard contractual clauses; and

WHEREAS, on March 21, 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 \_\_\_\_\_, 2022; and

WHEREAS, professional services are not included in the scope of this Agreement; and therefore there is no Local Business Entity (“LBE”) 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 16, 2020 between Contractor and City.

**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 **Term of the Agreement.** Section 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, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of two years each. The City may extend this Agreement beyond the expiration date by exercising an option mutually agreed upon by both parties and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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

2.1 **Term.** The term of this Agreement shall commence on June 1, 2020 and expire on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 **Renewal.** The City may have options to renew the Agreement for additional years if and when those additional option years are made available to the California Department of Technology in the future under the CALNET contract. The City may extend this Agreement beyond the expiration date by exercising an option mutually agreed upon by both parties and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." In no event, however, will the term of this Agreement extend past June 20, 2030.

2.3 **Expiration or Sooner Termination of CALNET Contract.** If a CALNET Contract expires or is terminated prior to the expiration or sooner termination of this Agreement, then this Agreement shall likewise terminate with respect to the goods and services purchased using same, as of the effective date of the expiration or sooner termination of such CALNET Contract.

2.2 Payment. Section 3.3.1 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 Chief Information Officer for the City and County of San Francisco, in his or her reasonable 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 \$9,500,000. 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. 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.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately 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 Chief Information Officer for the City and County of San Francisco, in his or her reasonable 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 \$30,626,500.00. 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. 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**

The Agreement is hereby modified as follows:

3.1 **Management of City Data and Confidential Information.** *The following sections are hereby added and incorporated in Article 13 of the Agreement, adding to and replacing the previous Section 13.4 in its entirety and adding new Section 13.5:*

#### **13.4 Management of City Data and Confidential Information.**

13.4.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

**Article 4 Effective Date**

Each of the modifications set forth in Articles 2 and 3 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

Recommended by:

\_\_\_\_\_  
Linda Gerull  
City Chief Information Officer  
Executive Director, Dept of Technology

CONTRACTOR

Cellco Partnership dba Verizon Wireless

\_\_\_\_\_  
DocuSigned by:  
*Todd Loccisano*  
0B00E5219D09400...  
Todd Loccisano  
Vice President - Contract Management  
10170 Junction Drive  
Annapolis Junction, MD

Approved as to Form:

David Chiu  
City Attorney

City Supplier number: 0000008698

By: \_\_\_\_\_  
William Sanders  
Deputy City Attorney

Approved:

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

By: \_\_\_\_\_  
Sailaja Kurella

