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

Central Computers, Inc.

First Amendment

THIS AMENDMENT (this "Amendment") is made as of ______, 2017, in San Francisco, California, by and between Central Computers, Inc., ("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, a Request for Proposal ("RFP") was issued on September 27, 2013, and City selected Contractor pursuant to the RFP;

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC 4062-13/14 on January 6, 2014;

WHEREAS, City and Contractor have entered into the Agreement (as defined below) when the Board of Supervisors approved Resolution No. 362-14 on September 23, 2014;

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

- 1. **Definitions.** The following definitions shall apply to this Amendment:
- 1a. Agreement. The term "Agreement" shall mean the Agreement dated October 1. 2014 between Contractor and City.
- 1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Modifications to the Agreement. The Agreement is hereby modified as follows:
 - 2a. Term. Section 2 of the Agreement currently reads as follows:
- 2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from October 1, 2014 to September 30, 2017. The Agreement may be extended with two (2) options to extend the contract for up to one (1) year each at the sole and absolute discretion of the City.

Sept. 1. 2017

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

- 2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from October 1, 2014 to September 30, 2018. The Agreement may be extended one (1) additional year at the sole and absolute discretion of the City.
- **2b.** Insurance. Subsection 15(1), to Section 15. Insurance, is hereby added to the Agreement, as follows:
- 15(1). The Parties hereby agree that the City reserves the right to increase insurance coverage amounts if it deems such increases to be necessary.
 - 2c. Notices to the Parties. Section 25 of the Agreement currently reads as follows:
- 25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City:

Patrick Rice

Office of Contract Administration 1 Dr. Carlton B. Goodlett Place

City Hall, Room 430 San Francisco, CA 94102 email: <u>patrick.rice@sfgov.org</u>

To Contractor:

Chester Yeung

Central Computers, Inc. 837 Howard Street San Francisco, CA 94103

email: chester@centralcomputer.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

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

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

Sept 1, 2017

To City:

Robert Henning

Assistant Director

Office of Contract Administration

1 Dr. Carlton B. Goodlett Place

City Hall, Room 430 San Francisco, CA 94102

email: robert.henning@sfgov.org

To Contractor:

Chester Yeung

Central Computers, Inc. 837 Howard Street

San Francisco, CA 94103

email: chester@centralcomputer.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

- 3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.
- 4. 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:

CONTRACTOR

Central Computers, Inc.

Robert Henning

Assistant Director

Office of Contract Administration

Chester Yeung

Account Manager

837 Howard Street

San Francisco, CA 94103

Approved as to Form:

Dennis J. Herrera

City Attorney

City vendor number: 90356

Rv.

Rosa M. Sanchez

Deputy City Attorney

Approved:

Jaci Fong

Director of the Office of Contract

Administration, and

Purchaser