

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of November 9, 2015, in San Francisco, California, by and between AT&T Corp. ("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, increase the contract amount, and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved a modification to the approval granted Contract number 4070-09/10 on December 7, 2015;

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 February 26, 2010 between Contractor and City, as amended by the:

First amendment, dated April 26, 2013; and
Second amendment, dated September 1, 2014.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. 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. Section 2 Term of the Agreement. Section 2 of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall commence on the Effective Date and terminate on December 31, 2015; provided, however, that the term of the specific agreements incorporated herein shall be as set forth within each incorporated agreement. Under this Agreement, "Term" shall refer, as the context reasonably dictates, to both the Term of this Agreement and the Term set forth in the incorporated agreements.

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 commence on the Effective Date and terminate on December 31, 2019 with the option to extend for one additional year to December 31, 2020; provided, however, that the term of the specific agreements incorporated herein shall be as set forth within each incorporated agreement. Under this Agreement, "Term" shall refer, as the context reasonably dictates, to both the Term of this Agreement and the Term set forth in the incorporated agreements.

2b. Section 5 Compensation. Section 5 of the Agreement currently reads as follows:

5. Compensation to Contractor.

Compensation shall be made to Contractor by City within forty five (45) days from date of invoice. City will make best efforts to pay within forty-five (45) days from date of invoice.

In no event shall the total amount paid under this Agreement exceed Ninety-Seven Million Nine Hundred and Fifty Three Thousand Seven Hundred Dollars (\$97,953,700) during the Term of the Agreement, unless otherwise agreed to by the Parties in writing; provided, however, that City is responsible for services authorized by the CIO or his designee provided by Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director of the Department of Technology or designee as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor before Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the Commission.

Following City's payment of an invoice, Contractor shall, within ten days, file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

5. Compensation to Contractor.

Compensation shall be made to Contractor by City within forty five (45) days from date of invoice. City will make best efforts to pay within forty-five (45) days from date of invoice.

In no event shall the total amount paid under this Agreement exceed One-hundred and Twenty Two Million Four Hundred and Twenty-Nine Thousand Five Hundred and Fifty Seven Dollars (\$122,429,557) during the Term of the Agreement, unless otherwise agreed to by the Parties in writing; provided, however, that City is responsible for services authorized by the CIO or his designee provided by Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director of the Department of Technology or designee as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor before Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the Commission.

Following City's payment of an invoice, Contractor shall, within ten days, file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.


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:



Miguel A. Gamio Jr., CPA
City CIO/Director
Department of Technology
City and County of San Francisco

CONTRACTOR
AT&T Corp.

By: _____


Title: Associate Director - Customer Contracts


City vendor number: 14037

cl448f

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____


Margarita Gutierrez
Deputy City Attorney

Approved:

 3/4/15

Jaci Fong
Director of the Office of Contract Administration, and Purchaser