

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

**Fourth Amendment**

THIS AMENDMENT (this "Amendment") is made as of November 1, 2019, 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; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4070-09/10 on September 12, 2019;

WHEREAS, the City's Board of Supervisors approved this Amendment by Ordinance 26-16 on February 23, 2016;

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:

<b>First amendment,</b>	dated April 26, 2013, and
<b>Second amendment,</b>	dated September 1, 2014, and
<b>Third amendment,</b>	dated November 9, 2015.

**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.** Section 2 – Term of the Agreement 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, 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.

**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, 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. Withholding.** Section 10(d) is hereby added to “Taxes” to read as follows:

**d. Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Contractor acknowledges that the City may exercise its rights under Section 6.10-2 of the San Francisco Business and Tax Regulations Code.,

**2c. Limitations on Contributions.** Section 41 is hereby replaced in its entirety as follows:

**41. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief

executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

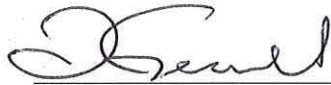
**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**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:



Linda Gerull  
City Chief Information Officer  
Department of Technology

**CONTRACTOR**

**AT&T Corp.**

By: 

Title: SR Solutions Architect 11/1/2019

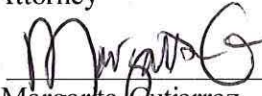
City Supplier Number: 0000026442

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Approved as to Form:

Dennis J. Herrera

City Attorney

By:   
Margarita Gutierrez  
Deputy City Attorney

Approved

  
Alaric Degrafinried  
Director of the Office of Contract  
Administration, and Purchaser

Received By:  
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Purchasing Department