

1 [License Amendment - UnitedLayer - Data Center Space and Services at 200 Paul Avenue -
2 \$2,227,494 Total Rent in the First Year, and Increase by 4% Annually for the Remainder of the Term]

3 **Resolution authorizing an amendment to the License of data center space and services**
4 **which extends the term for five years, beginning February 1, 2016, to January 31, 2021,**
5 **with UnitedLayer at 200 Paul Avenue for use by the Department of Technology at**
6 **\$185,624.50 monthly for \$2,227,494 total rent in the first year, and increase by 4%**
7 **annually for the remainder of the term.**

8
9 WHEREAS, The City's mainframe and 31 server racks have been located at the Data
10 Center located at 200 Paul Avenue since 2011 under a Master Agreement for Colocation
11 Space and Services dated February 1, 2011 and approved by Board Resolution No. 26-11
12 ("License") with UnitedLayer, a Delaware limited liability company (Licensor or UL); and

13 WHEREAS, DT's equipment at 200 Paul Avenue runs (i) the City's websites, (ii) email
14 system, (iii) the Controller's FAMIS & payroll and (iv) the City's access to State of California's
15 CLETS, AFIS and JUSTIS equipment, among other City computer needs; and

16 WHEREAS, The 200 Paul Avenue facilities provides the earthquake preparedness,
17 security, emergency power, primary and redundant power, primary and redundant air
18 conditioning required to service the City's mainframe and 31 racks of crucial computer
19 processing; and

20 WHEREAS, The 200 Paul Avenue facilities, because of its access to internet providers
21 and City fiber loop, also serves as the City's hub between DT's other data centers at 1011
22 Turk, SFO and Rancho Cordova; and

23 WHEREAS, The Term of the License is presently scheduled to expire on January
24 31, 2016; and

1 WHEREAS, Real Estate Division has negotiated an extension of the existing License at
2 fair market rents; and

3 WHEREAS, The Department of Technology recommends the proposed Amendment; and

4 WHEREAS, The Agreement is subject to enactment of a resolution by the Board of
5 Supervisors and the Mayor, in their respective sole and absolute direction, approving and
6 authorizing such an agreement; now, therefore, be it

7 RESOLVED, That in accordance with the recommendation of the Director of the
8 Department of Technology, the Director of Property is hereby authorized to take all actions on
9 behalf of the City and County of San Francisco, as Licensee, to execute the First Amendment
10 to License (copy of the proposed Amendment is on file with the Clerk of the Board of
11 Supervisors in File No. 151190) with UnitedLayer ("Licensor"), for thirty one (31) server racks,
12 a 750 sq. ft caged and secured area to house the City's mainframe, associated connectivity,
13 and primary and redundant power on the 1st and 5th floors of the building commonly known as
14 200 Paul Avenue, San Francisco, California, as more particularly described in the Amendment
15 on the terms and conditions set forth therein, and on a form approved by the City Attorney;
16 and, be it

17 FURTHER RESOLVED, That the License shall be extend by the First Amendment for
18 an additional term of five (5) years commencing on February 1, 2016, and terminating on
19 January 31, 2021; and, be it

20 FURTHER RESOLVED, The base rent during the first year of the extended term shall
21 be \$185,624.50 per month and the base rent shall continue to be increased annually by four
22 percent (4%); and, be it

23 FURTHER RESOLVED, The Landlord shall pay for typical utilities, janitorial services,
24 and maintenance and repairs and City shall continue to pay for separately metered electricity
25 for the 5th floor Premises (estimated at \$2,358.08) and typical Licensee expenses; and, be it

1 FURTHER RESOLVED, That the City shall have the option to increase or reduce its
2 Licensed Premises and associated License costs by up to six (6) server racks (or for cloud
3 services at the equivalent cost of a server rack) based on the cost schedule and provisions
4 contained in the First Amendment and, be it

5 FURTHER RESOLVED, That the License shall continue to include a clause
6 indemnifying, holding harmless, and defending UnitedLayer, other related parties, and its
7 agents from and against any and all claims, costs and expenses, including without limitation,
8 reasonable attorneys' fees, incurred as a result of any default by the City in the performance
9 of any of its material obligations under the License, or any negligent acts or omissions of the
10 City or its agents, in, on, or about the Premises or the property on which the Premises are
11 located, excluding those claims, costs and expenses incurred as a result of the negligence or
12 willful misconduct of the Licensor or its agents; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
14 Property to enter into any amendments or modifications to the License (including, without
15 limitation, the exhibits) that the Director of Property determines, in consultation with the City
16 Attorney, are in the best interest of the City, do not increase the rent or otherwise materially
17 increase the obligations or liabilities of the City beyond the options contained in the License
18 and are necessary or advisable to effectuate the purposes of the License or this Resolution,
19 and are in compliance with all applicable laws, including the City Charter; and, be it

20 FURTHER RESOLVED, That the City shall continue to use the License for the full term
21 of the License unless funds for the Department of Technology's rental payments are not
22 appropriated in any subsequent fiscal year at which time the City may terminate the License;
23 and, be it

24 FURTHER RESOLVED, Said License shall be subject to certification as to funds by the
25 Controller, pursuant to Charter, Section 3.105; and, be it

