

**ADDENDUM TO CONTRACT AND SHARING
AGREEMENT (V261S - 1583) FOR RADIO
EQUIPMENT AT 4150 CLEMENT ST., SAN FRANCISCO
(PERMANENT PREMISES)**

THIS ADDENDUM TO CONTRACT AND SHARING AGREEMENT
("Addendum"), is dated for reference purposes only as of _____ 2017, is made by and between the DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER, SAN FRANCISCO, ("VA"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Sharing Partner").

RECITALS

A. VA, and City, as Sharing Partner, entered into that certain Sharing Agreement (V261S-1583), dated for reference purposes as of April 1, 2003 (the "Sharing Agreement"), pursuant to which VA granted use of space to City certain Existing Premises (defined below) at the Veterans Affairs Medical Center, San Francisco located at 4150 Clement Street, San Francisco California. The Sharing Agreement was extended through March 31, 2018 pursuant to City's exercise of its first option to extend the term by letter dated November 29, 2012.

B. The purpose of the Sharing Agreement was to allow the construction, placement and operation of vital communication equipment for operation of the City's emergency radio systems.

C. City has one (1) remaining option to extend the term for five (5) years beyond the current expiration of March 31, 2018.

D. The Existing Premises (the "Existing Premises"), an integral part of City's 911 communications systems equipment for police, fire, and other first responders, will be relocated to temporary premises (the "Temporary Premises") while replacement permanent premises are constructed. Upon said relocation, VA will take ownership of the Existing Premises and demolish said premises in connection with its long-term development plans of the Veterans Affairs Medical Center.

E. City and VA now desire to approve the relocation of City's vital communications network from the Temporary Premises as shown on the attached Exhibit A to Permanent Premises located on VA property as set forth on the attached Exhibit B.

F. VA and City presently desire to amend the Sharing Agreement in certain respects, all as more particularly described below.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VA and City hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Sharing Agreement.

2. Effective Date. This Addendum shall be effective on the date (the "Addendum Effective Date") on which VA and City have each executed and delivered this Addendum, in compliance with applicable law.

3. Base Rent. Upon the Effective Date, the Base Monthly Rent shall be increased to four thousand five hundred thirty seven dollars and forty cents (\$4,537.40) beginning April 1, 2017 through March 31, 2018.

4. Relocation to Permanent Premises. City, generally at City's sole cost except as provided below and with VA's good faith cooperation, agrees to relocate the Temporary Premises (consisting of a mobile trailer and antenna as shown on the attached Exhibit A) to new permanent premises (the "Permanent Premises") in a building commonly known and numbered Building 2 of the campus at 4150 Clement Street. as shown on the attached Exhibit B which shall consist of a (i) new prefabricated shelter to house four (4) racks of new electronic equipment and batteries located on the 6th floor roof, (ii) coaxial cabling connecting the equipment shelter to the antennas routed up an existing ventilation shaft to four (4) Land Mobile Radio (LMR) omnidirectional whip antennas (15' long, 3" diameter, blue in color) and two (2) 3' microwave dish antennas (with white radome) to be mounted to the parapet of the 7th floor roof (one dish will be on the south facing parapet, and the other on the east facing parapet). All fiber shall be routed using a combination of existing VA provided underground conduit and new City provided conduit through Building 200 and Building 2, as shown on the attached Exhibit B. All cabling will be routed in the interior of the building and not visible in public right of ways. All of City's contractors and vendors performing work on or in the Permanent Premises and Building 200 shall be subject to VA's access request requirements. The City's construction contractor will install the prefabricated telecommunications shelter and all associated utility infrastructure necessary for the Permanent Premises. After completion of the Permanent Premises construction, the City's radio system contractor, will provide all professional services related to the radio system installation to the sixth floor roof, including two (2) microwave antenna and three (3) whip antenna attached to the 7th floor parapet and connection to the building grounding system. All of City's contractors and vendors shall meet VA's insurance, work rules, and other related construction requirements. All construction plans shall be subject to VA's prior review and approval. City agrees to provide Update Notice Emails with relocation schedule updates to the address set forth in Section 3.

5. Expediently Relocate to the Permanent Premises. City agrees to use good faith efforts to move expeditiously to (a) secure all permits and approvals including but not limited to State Historic Preservation Office (SHPO) approvals, as per the Programmatic Agreement dated November 25, 2014, between the US Dept. of Veterans Affairs and the California State Historic Preservation Office; (b) bid and construct the

improvements to the Permanent Premises; and (c) test, and relocate the equipment from the Temporary Premises to the Permanent Premises. As soon as practically possible, City shall deliver, through Update Notice Emails (as defined below), a schedule for the relocation to the Permanent Premises and City and VA agree to meet in person or telephonically on a regularly scheduled basis to discuss the progress of relocation. Upon relocation to the Permanent Premises, City shall remove all Temporary Premises trailers, antennas and repair any damage. All plans and submissions shall be subject to VA's prior review and approval, which approval shall not be unreasonably withheld or delayed.

City further agrees to provide VA with written monthly email updates ("Update Notice Emails") of the Temporary Premises relocation schedule. Such emails shall be delivered to:

____ @ _____,
____ @ _____,
____ @ _____,

6. Preparation of the Permanent Premises. City, at City's cost shall provide and install a 125 amp 480 volt (the "Circuit") for the new Permanent Premises equipment shelter on the 6th floor. VA will allow use of the abandoned shaft for cabling to the 7th floor antennas. City agrees to provide and install the Circuit at an electrical panel in the electrical room located on the ground floor of Building 2 as shown on Exhibit B. City will abide by VA Electrical shutdown requirements when they need to install circuit at recommended panel location. From said ground floor room, City will install all disconnects, conduits and wiring via the abandoned shaft to a City supplied 480V – 208/120V transformer on the 6th floor roof to be mounted adjacent to the Permanent Premises equipment shelter. VA will also provide use of that portion of underground conduit from "Existing" location to "Permanent" location for fiber. VA will also provide coordination/access to City contractors during construction of the Permanent Premises based upon VA's access requirements.

7. Amendments to Section II.

A. Paragraph 2. SHARING PARTNER Access to Space: of Section II C. of the Sharing Agreement is hereby amended in its entirety to read as follows:

2. SHARING PARTNER Access to Space:

a. VA shall provide emergency access to SHARING PARTNER for Priority Level 1 issues based upon VA's emergency access request process. All requests for Priority Level 2 & 3 access shall be submitted through the VA's normal business hours' access request process. Access request requirements may be amended from time to time upon VA written approval. The point of contact for such requests is Engineering Service.

Priority level	
1	In an emergency: *Service affecting equipment failures, resulting in loss of audio or data for end users; or *Any degradation of system backhaul, microwave connectivity or fiber disruption; or *50% or greater loss of DC power capacity.
2	In need of repairs; or Loss of Redundant capacity.
3	In need of maintenance: *Non Critical Failure; or *Preventative Maintenance; or *Software Upgrades; or *Visual inspection.

b. No other person(s) or organization(s) shall have access to the space, except in the conduct of official business as it pertains to SHARING PARTNER or matters such as SHARING PARTNER deems appropriate after full consideration of all laws and agreements governing the operation of said space.

c. VA may interrupt SHARING PARTNER's access in the event of an immediate threat to the Space or the Medical Center being rendered unsafe for human occupancy.

d. If SHARING PARTNER's use of the Space or access thereto is interrupted for any reason other than SHARING PARTNER's default hereunder, and such condition continues for twenty-four (24) hours, then the rent and other fees payable hereunder shall be abated based on the extent to which such access or use is denied to SHARING PARTNER, upon receipt by VA of written notification by SHARING PARTNER, of the interruption.

e. Current Points of Contact for all notices pursuant to this Paragraph 2. are set forth below. City and VA agree to provide

an updated list of all preauthorized emergency service personnel in accordance with VA access request requirements:

	NAME	TITLE	PHONE	EMAIL
SHARING PARTNER	Christopher Chamberlain	Infrastructure Manager		
VA Engineering				
VA Police				

f. Sharing Partner acknowledges and agrees that any Sharing Partner employee, City contractors or subcontractors operating under this Paragraph 2. will be subject to VA security screening which may include recordation of his or her fingerprints and consent to background checks at Sharing Partner’s expense.

g. All Sharing Partner employees on Premises shall at all times wear City issued identification together with any additional identification or badge required by VA.

h. Both Sharing Partner and VA acknowledge and agree that either Party may substitute personnel listed in this Paragraph 2. by providing written notice to the other Party. Only employees that are on the most current VA approved list will be allowed access during and outside of normal duty hours.

B. Paragraph 9. of Section II A. of the Sharing Agreement is hereby amended by adding subparagraph c. to read as follows:

c. SHARING PARTNER will provide a separate key for their shelter to the VA for use in case of fire or other emergency within the shelter.

C. Paragraph 1. of Section II D. of the Sharing Agreement is hereby amended to read as follows:

D. AGREEMENT RENTAL RATES:

1. The following monthly use of space rates shall apply:

<u>Base Year</u>	<u>PERIOD OF TERM</u>	<u>MONTHLY RATE</u>
Option #2		Annual increases includes a three (3) percent escalation factor
Year 16	April 1, 2018 through March 31, 2019	\$4,673.22
Year 17	April 1, 2019 through March 31, 2020	\$4,813.73
Year 18	April 1, 2020 through March 31, 2021	\$4,958.14
Year 19	April 1, 2021 through March 31, 2022	\$5,106.88
Year 20	April 1, 2022 through March 31, 2023	\$5,260.09

D. Paragraph 18. of Section II G. of the Sharing Agreement is hereby amended in its entirety to read as follows:

MacBride Principles – Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, VA confirms that VA has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

E. Section II G. of the Sharing Agreement is hereby amended by adding subparagraphs 24 to read as follows:

24. Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has

been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

2. Miscellaneous. Except as expressly modified herein, the terms, covenants and conditions of the Sharing Agreement shall remain unmodified and in full force and effect. The Sharing Agreement and this Addendum constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and cancels any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Addendum shall not constitute a waiver of relinquishment of any rights that VA or City may have relating to the Sharing Agreement. VA and City hereby ratify and confirm all of the provisions of the Sharing Agreement as amended by this Addendum.

IN WITNESS WHEREOF, VA and City have caused this Addendum to be executed effective as of the Effective Date.

SIGNATURES ON THE NEXT PAGE

LICENSOR:

VETERANS ADMINISTRATION

By: _____
Its

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

RECOMMENDED:

Director, Department of Technology

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Michelle Sexton
Deputy City Attorney

EXHIBIT A

Temporary Premises

EXHIBIT B

Permanent Premises

