Second Amendment to "City and County of San Francisco Department of Technology (DT) and Corporation for Education Network Initiatives in California (CENIC) Fiber Optic Network Installation, Occupancy, and Maintenance Agreement In Support of UCSF Networking" ("DT/CENIC Agreement for UCSF")

SECOND AMENDMENT TO FIBER OPTIC NETWORK AGREEMENT

THIS AMENDMENT (this "Amendment") is made as of December 17, 2012, in San Francisco, California, by and between the Corporation for Education Network Initiatives in California ("CENIC" or "Lessee"), and the City and County of San Francisco, a municipal corporation ("City" or "Lessor"), acting by and through its Department of Technology.

The purpose of this Second Amendment to the DT/CENIC Agreement for UCSF is to add fiber links to the dark fiber network described in Exhibit 4 of the Agreement. This Amendment will describe the added scope and the additional charges, both initial and ongoing associated with this increased scope. The roles and responsibilities for the work described in this amendment will differ in some cases from those described in the Agreement. In cases where the description of the roles and responsibilities differ from the original arrangement described in Exhibits 1-7, the provisions of this Exhibit 8 prevail. In cases where there is no conflict, the original provisions continue to apply.

RECITALS

WHEREAS, Lessor and Lessee have entered into the Agreement (as defined below); and WHEREAS, Lessor and Lessee desire to modify the Agreement on the terms and conditions set forth herein to connect an additional UCSF location to the CENIC fiber system provided by the City;

NOW, THEREFORE, Lessee and the Lessor agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

   a. **Agreement.** The term "Agreement" shall mean the Agreement dated May 25, 2011**, as amended by the First amendment on July 17, 2012**

   b. **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:

   Exhibit 8 –Additional Strands of Fiber. "Exhibit 8 - Additional Strands of Fiber ," is hereby added to the agreement.

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, Lessee and Lessor have executed this Amendment as of the date first referenced above.

LESSOR

Recommended by:

Jon Walton
Chief Information Officer
Department of Technology

LESSEE

Corporation for Education Network Initiatives in California

Louis Fox
President & CEO

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Margarita Gutierrez
Deputy City Attorney

December 17, 2012

Exhibit 8 - Additional Strands of Fiber

A. SCOPE OF WORK

This project will add two new strands of fiber between 600-16th Street, San Francisco, California and 513 Parnassus Avenue, San Francisco, California and 513 Parnassus Avenue, San Francisco, California and 200 Paul Avenue, San Francisco, California. The links will consist of strands of dark singlemode fiber. The fiber connection will make use of fiber already placed by the City and new fiber placed for this project.

The fiber will meet the specifications described in Exhibit 1.

As provided for in Section 3.1(C), CENIC is responsible for getting permission from UCSF for work on UCSF property.

DT will hire an independent third party to test the fiber according to the procedure described in Exhibit 2. DT will notify CENIC of its selection for CENIC's approval, such approval will not be unreasonably withheld and the selection will be deemed approved if CENIC does not object within 5 business days of being notified by DT.

DT will use previously placed fiber termination panels at the Minnesota, Parnassus and Paul locations.

DT will provide details of span installation according to a mutually agreed upon format agreed to during a project planning meeting to be held one week after the effective date of this Amendment. This documentation will satisfy the requirement for a "Fiber Turnover Package" described in Exhibit 2, except for as-built additions or changes needed to reflect field conditions subsequent to installation.

City will terminate fiber on patch panel requiring SC connections from UCSF equipment.

This estimate does not include the cost of electronic equipment to light fiber.

B. LOCATIONS AND SCHEDULE

This project will add a single location to the existing list described in Exhibit 4 and will add a new entrance to an existing location, UCSF Data Center, included in Exhibit 4. The locations are described below.

CENIC/UCSF Telemedicine Network Links			
Site 1	Demarcation Point	Site 2	Demarcation Point
513 Parnassus St.	Room S00F1	200 Paul	Meet me room
600 16th St.	Room S251	513 Parnassus	Room S00F1

The project will follow the following schedule. Days are counted from when the Department of Technology receives initial payment for the project.

Activity	Completed by Calendar Day
Project Planning Meeting with DT/CENIC/UCSF	7
DT Installs Additional Strands 513 Parnassus to 200 Paul Fiber Link	28
DT Installs Additional Strands 600 16th St to 513 Parnassus	28
3rd Party Tests Fiber & Transmits Results to CENIC	35
CENIC Accepts	42

C. STATEMENT OF COSTS

The City and County of San Francisco will charge Lessee two types of charges:

(1) a one-time installation charge, and
(2) an ongoing quarterly fee for occupancy and maintenance of the fiber.

1. INSTALLATION CHARGES

The Lessor will charge Lessee Eight Thousand Five Hundred Dollars ($8,500.00) for installing fiber drops to a single entrance in the locations described below. These charges are in addition to the charges described in Article 7.1 and Exhibit 5 in the original agreement.

Installation Charge		
Site 1	Site 2	Link Cost
Additional Strands Existing Sites		$8,500.00
	Total	$8,500.00

2. ONGOING OCCUPANCY AND MAINTENANCE CHARGES

The additional scope of the network will require additional occupancy and maintenance charges. These charges are described in the table below.

	Annual
Exhibit 4 Sites	$32,300.00
Exhibit 7 Sites	$45,840.00
Exhibit 8 Additional Strand Sites	$136,800.00
New Total Annual Cost	$214,940.00

In the first year, a pro-rated annual amount will be due within 30 days of completion of the network for the portion of the year remaining between the completion date and September 30. In subsequent years, the full amount will be due within 30 business days of September 30. Beginning in September 2012 and each subsequent year the ongoing occupancy and maintenance of the fiber will be adjusted annually by the CPI-U.

The CPI-U means the Consumer Price Index for all Urban Consumers (base years 1982-84) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics (BLS). If the Index is changed so that the base year differs, the Index shall be converted in accordance with the conversion factor published by the (BLS). If the index is discontinued or revised during the term of this agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised. Adjustments in CPI-U shall be calculated by comparing the CPI-U most recently published with the CPI-U in effect on December 31, 2012. If the CPI-U has increased, then the sum or amount payable on the calculation date shall be set by multiplying the sum or payment by a fraction, the numerator of which is the CPI-U in effect on December 31, 2012.