Sixth 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")

SIXTH AMENDMENT TO FIBER OPTIC NETWORK AGREEMENT

THIS AMENDMENT (this "Amendment") is made as of June 8, 2018 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 Sixth Amendment to the DT/CENIC Agreement for UCSF is to add fiber links to the dark fiber network described in Exhibit 5 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 1-9, the provisions of this Exhibit 10 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, the Second amendment on December 17, 2012, the Third Amendment on May 7, 2013, the Fourth Amendment on November 15, 2013 and the Fifth Amendment on June 19, 2014.

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 11 –Extension of Network: 590, 600 Minnesota St. and 2130 3rd St. "Exhibit 11 - Extension of Network: 590, 600 Minnesota St. and 2130 3rd St.," 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

City and County of San Francisco:

_____

Linda Gerull
Chief Information Officer/Executive Director
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

Exhibit 11 - Extension of Fiber Network: 590, 600 Minnesota St. and 2130 3rd St.

A. SCOPE OF WORK

The current project consists of two (2) components:

1. 590 and 600 Minnesota Street connections (UCSF Student Housing); and,
2. 2130 3rd Street connections (Department of Psychiatry).

Each component is described in further detail below.

1. 590 and 600 Minnesota Street fiber optic connections (UCSF Student Housing).

Provide fiber optic connections between 654, 600 and 590 Minnesota Street and Mission Bay Hospital.

a. Relocate slack on existing 48-count cable to 2 DPW underground vaults behind 590 and 600 Minnesota Street. Underground vaults are on Indiana Street.
b. Install two 12-count cable from 590 and 600 Minnesota Street from MPOE to DPW underground vaults in new conduits installed by General Contractor.
c. For each building, install 12-count cable on wall or rack-mounted panels in MPOE. Install 12-count cable adjacent to 48-count cable in DPW underground vaults. Splice 2 pairs per 12-count cable from building MPOEs through to DPW underground vaults.
d. Route 1 pair per building to 654 Minnesota Street. Route 1 pair per building to Mission Bay Hospital.
e. Perform optical time-domain reflectometer (OTDR) and power meter testing.

2. 2130 3rd Street fiber optic connections (UCSF Department of Psychiatry)

Provide fiber optic connections from 2130 3rd Street to 654 Minnesota Street and 600 16th Street, Genentech Hall.

a. Install overhead 12-count fiber optic cable from MPOE at 2130 3rd Street to 654 Minnesota Street.
b. Install overhead 12-count fiber optic cable from MPOE at 2130 3rd Street to existing splice enclosure on Northwest corner of Mariposa Street and Minnesota Street in RCN pull box.
c. Prepare and splice 12-count cable in MPOE on rack-mounted patch panels.
d. Routing, splicing, and testing 2 pairs to 654 Minnesota Street.
e. Routing, splicing, and testing 4 pairs to 600 16th Street.
f. Perform optical time-domain reflectometer (OTDR) and power meter testing.

The OTDR and power meter testing will occur in a manner mutually agreed to by DT and CENIC, this testing procedure will super-cede any previous testing arrangements in the Agreement and its Exhibits. DT will supply the results of this testing to CENIC.

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

B. SCHEDULE

The project will follow the following schedule.

Activity	Completed by Calendar Day
590 and 600 Minnesota Street fiber optic connections	December 2018
2130 3rd Street fiber optic connections	December 2019

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 annual fee for occupancy and maintenance of the fiber.

1. INSTALLATION CHARGES

The Lessor will charge Lessee Seventy-Eight Thousand Six Hundred Sixty Dollars ($78,660) for installing fiber drops to a single entrance in the locations described below.

1.) 590 and 600 Minnesota Street fiber optic connections				
	Description	Unit Cost	Quantity	Cost estimate
DT Labor	Relocate slack, Install new cables, install and splice new enclosures and panels, testing.	$110	192	$21,120
Materials & Supplies	Enclosures, panels, 12-count fiber optic cable, consumables.			$1,500
			Total Project Estimate	$22,620

2.) 2130 3rd Street fiber optic connections				
	Description	Unit Cost	Quantity	Cost estimate
DT Labor	Install O-H pole arms and hardware, Install cable, splice and test.	$110	464	$51,040
Materials & Supplies	Pole arms and hardware, splice enclosure, patch panels, cable.			$5,000
			Total Project Estimate	$56,040

2. ONGOING OCCUPANCY AND MAINTENANCE CHARGES

The additional scope of the network will require additional occupancy and maintenance charges in the amount of Seven Thousand Four Hundred Dollars ($7,400) per year. The total charges for the entire network are in addition to charges described in the Agreement and subsequent amendments.

Annual Recurring Costs			
Exhibit	Description	Nominal $	Adjusted $
4	1600 16th St., 654 Minnesota, 200 Paul Ave	32,300.00	39,143.56
7	513 Parnassus to 654 Minnesota	45,840.00	53,971.31
8	513 Parnassus to 200 Paul & 600 16th to 513 Parnassus	136,800.00	157,565.61
9	654 Minnesota to Benioff (Mission Bay) Hospital	14,220.00	16,254.51
11	590 and 600 Minnesota Street	4,400.00	4,400.00
11	2130 3rd Street	3,000.00	3,000.00

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 2019 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 April 30, 2018. 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 April 30, 2018.