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Seventh 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")

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SEVENTH AMENDMENT TO FIBER OPTIC NETWORK AGREEMENT

THIS AMENDMENT (this "Amendment") is made as of April 25, 2019 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 Seventh Amendment to the DT/CENIC Agreement 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. 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, the Fifth Amendment on June 19, 2014 and the Sixth Amendment on June 8, 2018.

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: 2 North Point Street "Exhibit 11 - Extension of Network: 2 North Point Street" 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.

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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

DocuSigned by:
Louis Fox
DEEF34CE032E41F...

Louis Fox
President & CEO

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Margarita Gutierrez
Deputy City Attorney

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Exhibit 12 - Extension of Fiber Network: 2 North Point St.

A. SCOPE OF WORK

The current project consists of one (1) component:

1. 2 North Point Street connections (UCSF HR & UDAR)

Each component is described in further detail below.

1. 2 North Point Street fiber optic connections (UCSF HR Health, HR Campus, UDAR – University Development & Alumni Relations)

Provide 2 fiber optic connections from 2 North Point Street to 513 Parnassus Avenue (1-pair) and 600 16th Street – Genentech Hall (1-pair).

a. Upgrade pull box outside 2 North Point Street, pull 12 count fiber optic cable from pull box to building garage via UCSF built conduit.
b. Build and install 1-pair fiber optic cable from MPOE at 2 North Point Street to 513 Parnassus Avenue.
c. Build and install 1-pair fiber optic cable from MPOE at 2 North Point Street to 600 16th Street (Genentech Hall).
d. Prepare and splice 12-count cable in MPOE on rack-mounted patch panels.
e. Routing, splicing, and testing 1 pair to 513 Parnassus Avenue.
f. Routing, splicing, and testing 1 pair to 600 16th Street (Genentech Hall).
g. Perform optical time-domain reflectometer (OTDR) and power meter testing.

The OTDR and power meter testing results will conform to performance specifications outlined in industry standard ANSI/TIA-568-C.3. This should include Tier 1 certification and Tier 2 testing using an OTDR. DT will provide a record of the test results to UCSF as a historical baseline.

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

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B. SCHEDULE

The project will follow the following schedule.

Activity	Completed by Calendar Day
2 North Point Street fiber optic connections	September 30, 2019

DocuSign Envelope ID: A8E938E6-C3A5-4DE7-8371-684D27B1C9D4

DocuSign Envelope ID: A8E938E6-C3A5-4DE7-8371-684D27B1C9D4

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 Twenty Thousand Six Hundred Thirty Dollars ($20,630) for installing fiber drops to a single entrance in the locations described below.

1) 2 North Point Street fiber optic connections		
	Description	Cost estimate
DT Labor	Splice and test. Upgrade pull box. Pull cable. Route pairs	$20,240
Materials & Supplies	Pull box, cable, consumables.	$390
	Total Project Estimate	$20,630

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2. ONGOING OCCUPANCY AND MAINTENANCE CHARGES

The additional scope of the network will require additional occupancy and maintenance charges in the amount of Fifty Six Thousand Nine Hundred Dollars ($56,900) 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
12	2130 3rd Street	3,000.00	3,000.00
12	2 North Point Street	56,900.00	56,900.00

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, 2019. 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, 2019.