SECOND AMENDMENT TO FUNDING AGREEMENT BETWEEN THE CITY OF SAN JOSE AND EAST SIDE UNION HIGH SCHOOL DISTRICT RELATING TO INSTALLATION OF A COMMUNITY WIRELESS NETWORK IN THE DISTRICT

This Second Amendment to the Funding Agreement between the East Side Union High School District ("DISTRICT"), a political subdivision of the State of California, and the City of San Josè ("CITY"), a municipal corporation of the State of California, is entered into on the date of execution by City ("Effective Date"). DISTRICT and CITY are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on October 28, 2016, CITY and DISTRICT entered into an agreement entitled "Funding Agreement Between the City of San Josè and East Side Union High School District Relating to Installation of a Community Wireless Network in the District ("FUNDING AGREEMENT"); and

WHEREAS, on October 5, 2016, CITY and DISTRICT entered an agreement entitled "Agreement for East Side Union High School District Community Wi-Fi Deployment Between the City of San Josè and SmartWAVE Technologies LLC" ("SMARTWAVE AGREEMENT"); and

WHEREAS, CITY and DISTRICT share the common goal of providing greater access to the internet for student and resident within the boundaries of the DISTRICT in San Josè ("District Community Wireless Project" or "Project"); and

WHEREAS, the DISTRICT's purpose in supporting the Project is to advance student academic achievement, provide opportunities for students to research career and university possibilities, and to foster student safety during out of school time by equipping and enhancing the DISTRICT's school facilities technology resources in connection with the construction, reconstruction, rehabilitation, and replacement of the DISTRICT's school facilities; and

WHEREAS, the CITY has incurred and will incur certain expenses pursuant to this FUNDING AGREEMENT relating to (i) the installation, monitoring and maintaining of equipment for the purpose of establishing wireless access points at various CITY facilities such as light poles, traffic signals, towers, community centers and other CITY-owned structures to modernize, integrate and enhance existing DISTRICT technological equipment and facilities and to support and enhance DISTRICT users' (e.g., students and staff) access to the internet; (ii) management of the installation; and (iii) maintenance of the integrated wireless network; and

WHEREAS, the CITY and the DISTRICT have completed the installation of the Project within the James Lick High School attendance areas, and have evaluated the effectiveness of the network's reliability and connectivity; and

WHEREAS, on October 28, 2019, CITY and DISTRICT executed the First Amendment to the FUNDING AGREEMENT to reflect actual costs for the James Lick attendance area and update estimated costs for the William C. Overfelt and Yerba Buena attendance areas; and

Second Amendment to Funding Agreement – ESUHSD

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WHEREAS, CITY will complete installation of the Project for the Overfelt High School attendance area on or about June 12, 2020; and

WHEREAS, the DISTRICT agrees to continue to support this Project for the above-stated purposes by funding the cost of the installation of wireless access points and startup and maintenance of ongoing network services at mutually agreed upon CITY facilities including, but not limited to, light poles, traffic signals, towers, community centers and other CITY-owned structures, in connection with modernizing existing DISTRICT school facilities upon the terms and conditions stated in this FUNDING AGREEMENT; and

WHEREAS, CITY and DISTRICT now desire to further amend the FUNDING AGREEMENT to provide additional funds to implement the Project for the Yerba Buena High School attendance area; and

NOW, THEREFORE, the Parties agree to amend the FUNDING AGREEMENT as follows:

SECTION 1. Section 5 "Funding" is replaced in its entirety with the following:

5. Funding

- A. The District agrees to remit to the City an amount not to exceed **Four Million Ninety-Eight Thousand Four Hundred Forty-Two Dollars (\$4,098,442)** for the work and services to be provided hereunder.
- B. The District funds will be used by City to pay for equipment and contractor services and to pay for City staff cost to provide technical assistance, project management, procurement assistance, and contract management in connection with the performance of the work. The schedule of payment for City staff cost shall be in accordance with **Second Revised Exhibit B** entitled "ESUHSD Community Wi-Fi City's Resources Estimate."
- C. The project buildout cost for each attendance area is estimated to be between \$1.4 million dollars to \$1.6 million dollars. **Second Revised Exhibit C** entitled "Project Costs and Allocations" details how the current funding of \$4,098,442 from the District will be allocated and sets forth the estimated project funding gap.
- D. The City and District are both subject to laws and policies which limit their ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of the City and District to appropriate funds for the purposes of this Agreement.
- E. The Parties agree that the Funding described in this Section 5 will not serve as precedent for any future commitment by either Party related to the development of other City or District projects.
- F. City shall comply with all public procurement bidding laws in connection with the contracting and performance of the work hereunder.

SECTION 2. REVISED EXHIBIT B, "ESUHSD Community Wi-Fi City's Resources Estimate" is amended to read as shown in SECOND REVISED EXHIBIT B, which is attached hereto and incorporated herein.

SECTION 3. REVISED EXHIBIT C, "Project Costs and Allocations," is amended to read as shown in SECOND REVISED EXHIBIT C, which is attached hereto and incorporated herein.

<u>SECTION 4.</u> REVISED EXHIBIT D, "Agreement for East Side Union High School District Community Wi-Fi Deployment Between the City of San Josè and SmartWAVE Technologies LLC," is hereby amended as set forth in SECOND REVISED EXHIBIT D (Second Amendment to and SMARTWAVE AGREEMENT), which is attached hereto and incorporated herein.

SECTION 5. All terms and conditions of the original FUNDING AGREEMENT not modified by this First Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

a municipal corporation of the State of California	a political subdivision of the State of California
LELAND WILCOX	CHRIS D. FUNK
Chief of Staff	Superintendent
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
ROSA TSONGTAATARII	ROGELIO RUIZ
Senior Deputy City Attorney	Rehon & Roberts, APC
	Attorneys for the East Side Union High School District

SECOND REVISED EXHIBIT B ESUHSD COMMUNITY WI-FI CITY'S RESOURCES ESTIMATE

Following are revised estimates for City Resources required to implement and support three attendance areas (based on 200-pole installation) as of May 15, 2020:

			James L	ick		Overfe	lt		Yerba Bu	iena
	Resources		FY18/1			FY19/2	20		FY20/2	21
			Hourly		Hourly		Hourly			
		Hrs	Rate	Cost	Hrs	Rate	Cost	Hrs	Rate	Cost
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ri. beeping	PW - R&B	60	148	\$8,880	0	152	\$0	0	0	\$(
	PW - ELECT	10	154	\$1,540	50	159	\$7,950	50	159	\$7,950
	PW - SECI	5	167	\$835	0	172	\$0	0	172	\$(
	PW-CMS	5	123	\$615	0	126	\$0	0	126	\$(
	PW -		123	φοισ		120	ΨΟ		120	Ψ.
	BUILDING	10	164	\$1,640	10	168	\$1,680	10	168	\$1,680
	DOT -	10	104	\$1,040		100	\$1,000	10	100	Ψ1,000
	SIGNAL/ST.				5					
	LIGHT	5	86	\$430	3	88	\$440	5	88	\$440
	PBCE	3	154	\$0		159	\$0	0	159	\$(
	CMO		134	ΨΟ		137	Ψ0	U	137	Ф
	IT									
Subtotal	11	95		\$13,940	65		\$10,070	65		\$10,070
	Development	73		\$13,240	0.5		\$10,070	0.5		\$10,070
D. Hoject E	PW - R&B	60	148	\$8,880	0	152	\$0	0	0	\$(
	PW - ELECT	30	154	\$4,620	70	159	\$11,130	70	159	\$11,130
	PW - SECI	5	167	\$835	0	172	\$11,150	0	172	\$11,150
	PW-CMS	2	123	\$246	20	126	\$2,520	20	126	\$2,520
	PW -		123	Ψ240	20	120	Ψ2,320	20	120	Ψ2,320
e .	BUILDING	20	164	\$3,280	20	168	\$3,360	20	168	\$3,360
	DOT -	20	101	Ψ3,200		100	ψ5,500	20	100	ψ5,500
	SIGNAL/ST.			-	10					
	LIGHT	20	86	\$1,720	10	88	\$880	10	88	\$880
w	PBCE	20	154	\$0		159	\$0	10	159	\$(
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	IT	-			5			5		
Subtotal	- 11	137		\$19,581	135		\$17,890	135		\$17,890
	nental Review		ermit	\$17,501	133		\$17,000	133		\$17,070
C. LIVIIOIII	PW - R&B	20	148	\$2,960	0	152	\$0	0	0	\$0
	PW - ELECT	20	154	\$2,900	10	159	\$1,590	10	159	\$1,590
	PW - SECI	10	167	\$1,670	0	172	\$1,390	0	172	\$1,590
	PW-CMS	10	123	\$1,070	U	126	\$0	U	126	\$(
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	BUILDING		164	\$0		168	\$0		168	\$0
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	SIGNAL/ST.								5	
	LIGHT		86	\$0		88	\$0		88	\$0
	PBCE	20	154	\$3,080	20	159	\$3,180	20	159	\$3,180
	CMO	20	134	\$3,080	20	139	φ3,160	20	139	Φ3,180
								-		
Subtotal	IT	50		\$7,710	30		\$4,770	30		\$4,770

Second Amendment to Funding Agreement – ESUHSD Second Revised Exhibit B – ESUHSD Community Wi-Fi City's Resources Estimate Page 4 of 10

			James Lick			Overf	elt	Yerba Buena			
1	Resources		FY18/			FY19/		-	FY20/	CONTRACTOR OF THE PARTY OF	
		Hourly			Hourly			Hourly			
		Hrs	Rate	Cost	Hrs	Rate	Cost	Hrs	Rate	Cost	
D. Fees, Per	mits, Other Expense	s									
	PW - R&B	5	148	\$740	0	152	\$0	0	0	\$0	
	PW - ELECT		154	\$0	5	159	\$795	5	159	\$79:	
	PW - SECI	10	167	\$1,670	0	172	\$0	0	172	\$	
	PW-CMS		123	\$0		126	\$0		126	\$	
	PW - BUILDING		164	\$0		168	\$0		168	\$	
	DOT - SIGNAL								-		
	/ST. LIGHT		86	\$0		88	\$0		88	\$	
	PBCE	10	154	\$1,540	100000000000000000000000000000000000000	159	\$1,590	-	159	\$1,590	
	CMO										
	IT										
Subtotal		25		\$3,950	15		\$2,385	15		\$2,385	
	90						-				
PhI total		307		\$45,181	245		\$35,115	245		\$35,115	
	***************************************								1		
	PW - R&B PW - ELECT PW - SECI	100 200 20	148 154 167	\$14,800 \$30,800 \$3,340	200	152 159 172	\$0 \$31,800 \$0	0 200 0	0 159 172	\$31,80	
		-				Complete Complete Space Complete		200		\$31,800 \$0 \$2,520	
	PW - ELECT PW - SECI PW- CMS	200 20 20	154 167 123	\$30,800 \$3,340 \$2,460	200 0 20 20	159 172 126	\$31,800 \$0 \$2,520	200 0 20	159 172 126	\$31,80 \$(\$2,52)	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING	200 20 20	154 167 123	\$30,800 \$3,340 \$2,460	200 0 20	159 172 126	\$31,800 \$0 \$2,520	200 0 20 20	159 172 126	\$31,80 \$ \$2,52 \$3,36	
	PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/	200 20 20 20 20	154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280	200 0 20 20	159 172 126 168	\$31,800 \$0 \$2,520 \$3,360	200 0 20 20	159 172 126 168	\$31,80 \$ \$2,52 \$3,36 \$1,76	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT	200 20 20 20 20	154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300	200 0 20 20 20	159 172 126 168 88	\$31,800 \$0 \$2,520 \$3,360 \$1,760	200 0 20 20 20	159 172 126 168	\$31,80 \$ \$2,52 \$3,36 \$1,76	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE	200 20 20 20 20	154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300	200 0 20 20 20	159 172 126 168 88	\$31,800 \$0 \$2,520 \$3,360 \$1,760	200 0 20 20 20	159 172 126 168	\$31,800 \$1,520 \$3,360 \$1,760	
Subtotal	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO	200 20 20 20 20	154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300	200 0 20 20 20 20 5	159 172 126 168 88	\$31,800 \$0 \$2,520 \$3,360 \$1,760	200 0 20 20 20 5	159 172 126 168	\$31,800 \$(\$2,520 \$3,360 \$1,760 \$795	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO	200 20 20 20 50 5	154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770	200 0 20 20 20 20 5	159 172 126 168 88	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795	200 0 20 20 20 5	159 172 126 168	\$31,800 \$1,800 \$2,520 \$3,360 \$1,760 \$790	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT	200 20 20 20 50 5	154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770	200 0 20 20 20 5 265	159 172 126 168 88	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795	200 20 20 20 5 265	159 172 126 168	\$31,800 \$2,520 \$3,360 \$1,760 \$79:	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT	200 20 20 20 50 5 415	154 167 123 164 86 154	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750	200 0 20 20 20 5 265	159 172 126 168 88 159	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795 \$40,235	200 0 20 20 20 5 265	159 172 126 168 88 159	\$31,80 \$2,52 \$3,36 \$1,76 \$79 \$40,23	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT Management PW - R&B	200 20 20 20 50 5 415	154 167 123 164 86 154	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750	200 0 20 20 20 5 265	159 172 126 168 88 159	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795 \$40,235	200 0 20 20 20 5 265	159 172 126 168 88 159	\$31,80 \$2,52 \$3,36 \$1,76 \$79 \$40,23	
	PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT Ianagement PW - R&B PW - ELECT	200 20 20 20 50 5 415	154 167 123 164 86 154 148 154	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750 \$44,400 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 152 152	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795 \$40,235 \$0 \$31,800	200 0 20 20 20 5 265	159 172 126 168 88 159 0 159	\$31,80 \$2,52 \$3,36 \$1,76 \$79. \$40,23: \$31,80 \$	
	PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT fanagement PW - R&B PW - ELECT PW - SECI	200 20 20 20 50 5 415	154 167 123 164 86 154 148 154 167	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750 \$44,400 \$0 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 152 159 172	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795 \$40,235 \$0 \$31,800 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 0 159 172	\$31,800 \$2,521 \$3,366 \$1,766 \$79. \$40,235 \$31,800 \$31,800	
	PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT fanagement PW - R&B PW - ELECT PW - SECI PW- CMS	200 20 20 20 50 5 415	154 167 123 164 86 154 148 154 167 123	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750 \$44,400 \$0 \$0 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 152 159 172 126	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795 \$40,235 \$0 \$31,800 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 0 159 172 126	\$31,800 \$2,521 \$3,366 \$1,766 \$79. \$40,235 \$31,800 \$31,800	
	PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT Annagement PW - R&B PW - ELECT PW - SECI PW - CMS PW - BUILDING	200 20 20 20 50 5 415	154 167 123 164 86 154 148 154 167 123	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750 \$44,400 \$0 \$0 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 152 159 172 126	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795 \$40,235 \$0 \$31,800 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 0 159 172 126	\$31,80 \$2,52 \$3,36 \$1,76 \$79 \$40,23 \$31,80 \$	
	PW - ELECT PW - SECI PW- CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT Management PW - R&B PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/	200 20 20 20 50 5 415	154 167 123 164 86 154 148 154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750 \$44,400 \$0 \$0 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 152 159 172 126 168	\$31,800 \$0 \$2,520 \$3,360 \$1,760 \$795 \$40,235 \$0 \$31,800 \$0 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 0 159 172 126 168	\$31,800 \$2,521 \$3,360 \$1,760 \$79: \$40,235 \$31,800 \$0 \$31,800 \$31,800 \$31,800 \$31,800	
	PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT PBCE CMO IT Management PW - R&B PW - ELECT PW - SECI PW - CMS PW - BUILDING DOT - SIGNAL/ ST.LIGHT	200 20 20 20 50 5 415	154 167 123 164 86 154 148 154 167 123 164	\$30,800 \$3,340 \$2,460 \$3,280 \$4,300 \$770 \$59,750 \$44,400 \$0 \$0 \$0 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 152 159 172 126 168	\$31,800 \$2,520 \$3,360 \$1,760 \$795 \$40,235 \$0 \$31,800 \$0 \$0	200 0 20 20 20 5 265	159 172 126 168 88 159 0 159 172 126 168	\$(\$31,800) \$(\$2,52(\$3,360) \$1,76(\$79) \$40,235 \$(\$31,800) \$(\$50) \$	
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	Deserves	James Lick Resources FY18/19					FY19/2			FY20/	
	Resources		Hourly	9			ourly	20		Hourly	41
		Hrs	Rate	Cost	Hrs		Rate	Cost	Hrs	Rate	Cost
C. Field Inv	vestigation	1113	Rate	Cost	1113		MIL	Cost	1113	Tute	Cost
C. I leid in	PW - R&B	40	\$ 148	\$5,920	0	\$	152	\$0	0	\$0	\$0
	PW - ELECT	150	Contract of the Contract of th	\$23,100			159	\$30,210	CONTRACTOR DESIGNATION	\$159	\$30,210
	PW - SECI	10		\$1,670	10461216	\$	172	\$0	0	\$172	\$(
	PW-CMS	20	CONTRACTOR OF THE PARTY OF THE	\$2,460		\$	126	\$0	0	\$126	\$(
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	BUILDING	50	\$ 164	\$8,200	20	\$	168	\$3,360	20	\$168	\$3,360
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	SIGNAL/								- 1		
	ST.LIGHT	100	\$ 86	\$8,600	20	\$	88	\$1,760	20	\$88	\$1,760
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	IT						-				
Subtotal	- 11	370		\$49,950	230			\$ 35,330	230		\$ 35,330
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	iction Manageme										
A. Constitu	PW - R&B	50	\$148	\$7,400	0	_	\$152	\$0	0	\$0	\$(
	PW - ELECT	30	\$154		50		\$159	\$7,950		\$159	\$12,720
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	PW-CMS	100		\$12,300	0		\$172	\$0	0	\$172	\$(
	PW -	100	\$123	\$12,300	0	-,	\$120	φU	U	\$120	,
	BUILDING		\$164	\$0			\$168	\$0		\$168	\$0
	DOT -		\$104	φυ			\$100	φυ		\$100	φ
	SIGNAL/STRE							1 54			
	ET LIGHT		\$86	\$0			\$88	\$0		\$88	\$0
	PBCE		\$154				\$159	\$0		\$159	\$(
	CMO		\$134	Φ0			\$139	\$0		\$139	Φ(
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Subtotal P. Constru	ction Inspection	150		\$19,700	50			\$7,950	00		\$12,720
b. Constitu	PW - R&B		\$148	\$0	111450000000000000000000000000000000000	art introduces the	\$152	\$0	0	\$0	\$(
	PW - ELECT	50					\$159	\$7,950		\$159	\$12,720
	PW - ELECT PW - SECI	50					\$139	\$43,000		\$172	\$44,720
		30					\$172	\$43,000		\$172	\$20,160
	PW-CMS PW-	200	\$123	\$24,600	160		φ120	φ20,100	100	Φ120	φ20,100
		20	\$164	\$3,280	20		\$168	\$3,360	20	\$168	\$3,360
	BUILDING DOT -	20	\$104	\$3,260	20	-	φ108	φ3,300	20	φ108	φ3,300
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	SIGNAL/	50	\$86	\$4.200	20		\$88	\$1,760	20	\$88	\$1,760
	ST.LIGHT	50		The second secon	5		\$159	\$1,760 \$795	5	\$159	\$1,760
	PBCE	3	\$154	\$770	3		\$139	\$193	3	\$139	\$19.
	CMO								-		
Subtotal	IT	355		\$45,660	505		-	\$77,025	545		\$83,515
Subtotal		555		ψ-15,000	203			Q119022	0.10		\$00,01c
PhIII total		505		\$65,360	555			\$84,975	625		\$96,235

			James Lic	k		Overfelt	-		Yerba Buei	ıa	
	Resources		FY18/19			FY19/20		FY20/21			
		Hrs	Hourly Rate	Cost	Hrs	Hourly Rate	Cost	Hrs	Hourly Rate	Cost	
IV - CLOSE	-OUT PHASE									services are	
	PW - R&B	30	\$148	\$4,440	0	\$152	\$0	0	\$0	\$0	
	PW - ELECT	10	\$154	\$1,540	40	\$159	\$6,360	40	\$159	\$6,360	
	PW - SECI	5	\$167	\$835	0	\$172	\$0	0	\$172	\$0	
	PW-CMS	20	\$123	\$2,460	0	\$126	\$0	0	\$126	\$0	
	PW - BUILDING	5	\$164	\$820	0	\$168	\$0	0	\$165	\$0	
	DOT - SIGNAL/ ST.LIGHT	10	\$86	\$860	0	\$88	\$0	0	\$88	\$(
eministra programa de la composição de l	PBCE	10	\$154	\$0	- V	\$159	\$0	· · · · · · · · · · · · · · · · · · ·	\$159	\$(
anning a second	CMO		φ13 4	Ψ0		φ137	TO THE RESIDENCE OF THE PARTY O	ana-work-work-william	Ψ137	Ψ	
	IT				- V V V V V V V V V V V V V V V V V V V						
Subtotal		80		\$10,955	40		\$6,360	40		\$6,360	
PhIV total		80		\$10,955	40		\$6,360	40		\$6,360	
	TOTAL PER FY	1977		\$275,596	1535		\$233,815	1605		\$245,075	

:4 ₁			James Lic	k		Overfelt			Yerba Bue	na	
			FY18/19	Y18/19 FY19/20 F		FY20/21					
	T	Hrs	Hourly Rate	Cost	Hrs	Hourly Rate	Cost	Hrs	Hourly Rate	Cost	TOTAL COST PER GROUP
Public Works - Road and Bridges	PW - R&B	482	\$152	\$71,336	0	\$148	\$0	0	\$157	\$0	\$71,336
Public Works - Electrical	PW - ELECT	436	\$159	\$67,144	925	\$154	\$147,075	925	\$168	\$147,075	\$361,294
Public Works - Structural Engineering and Code Inspection	PW - SECI	80	\$172	\$13,360	260	\$167	\$44,720	260	\$177	\$44,720	\$102,800
Public Works - Construction Management and Inspection	PW- CMS	329	\$126	\$40,467	200	\$123	\$25,200	200	\$130	\$25,200	\$90,867
Public Works - Building	PW - BUILDING	113	\$168	\$18,532	90	\$164	\$15,120	90	\$180	\$15,120	\$48,772
Transportation - ITS/ Signal/Street Light	DOT - SIGNAL/ STREET LIGHT	219	\$88	\$18,809	75	\$86	\$6,600	75	\$91	\$6,600	\$32,009
Plan, Building and Code Enforcement	PBCE	27	\$159	\$4,158	40	\$154	\$6,360	40	\$168	\$6,360	\$16,878
City Manager Office	CMO			\$0			\$0			\$0	\$0
Information Technology	IT			\$0			\$0			\$0	\$0
	TOTAL PER FY	1686	1	\$233,806	1520		\$245,075	1590		\$245,075	\$723,956

SECOND REVISED EXHIBIT C PROJECT COSTS AND ALLOCATIONS

The following reflects actual final project costs for the James Lick Attendance Area and revised estimates for the William C. Overfelt (Overfelt) and Yerba Buena Attendance Areas:

		Final Acti (based on 1	
James Lick High School	Original Estimate (based on 300 Poles)	District Funded	City Funded
SmartWAVE Installation (including Supplemental	\$952,332	\$1,072,756	\$0
Services and Year 1 Maintenance & Support)	E .		i
City Staff Project Delivery	249,507	233,806	0
Maintenance & Support	150,000	0	193,428*
TOTAL JAMES LICK	\$1,351,839	\$1,306,562	\$193,428
GRAND TO	TAL JAMES LICK	\$1,499	,990

^{*}For Years 2 - 5.

		Revised (based on	
Overfelt High School	Original Estimate (based on 300 Poles)	District Funded	Currently Unfunded
SmartWAVE Installation:	St 100		4
-Pre-Project Design and Planning Services	\$0	\$80,910	\$0
-Materials and Equipment	\$496,631	378,575	0
-Licenses & Year 1 Support & Maintenance	96,900	64,600	0
-Professional Services	230,345	341,906	0
-Sales Tax	43,456	35,018	0
-Ongoing Maintenance & Support**	75,000	99,200	99,200
-As-Required In-Scope Supplemental Services	95,000	41,755	0
Subtotal SmartWAVE	\$1,037,332	\$1,041,964	\$99,200
City Staff Project Delivery	309,731	245,075	0
Contingency***	0	106,399	0
TOTAL OVERFELT	\$1,347,063	\$1,393,438	\$99,200
GRAND	TOTAL OVERFELT	\$1,49	2,638

^{**}Year 1 Maintenance & Support included with Installation. District funding to cover Years 2 and

^{3.} Years 4 and 5 remain unfunded.

^{***}For unanticipated products and services required to complete the project.

	Original Estimate	Revised Estimate*** (based on 200	Revised F (based on 2 as of June	200 Poles)
Yerba Buena High School	(based on 300 Poles)	Poles) as of June 11, 2019	District Funded	Currently Unfunded
SmartWAVE Installation:				
-Materials and Equipment	\$496,631	\$378,575	\$375,123	\$0
-Licenses & Year 1 Support & Maintenance	96,900	64,600	64,600	0
-Professional Services	230,345	422,816	474,420	0
-Sales Tax	43,456	35,018	34,699	0
-Ongoing Maintenance & Support	450,000	198,400	49,600	148,800
-As-Required Supplemental Services	120,000	41,755	50,000	0
Subtotal SmartWAVE	\$1,437,332	\$1,141,164	\$1,048,442	\$148,800
City Staff Project Delivery	258,450	245,075	245,075	0
Contingency	0	106,399	104,925	0
TOTAL Yerba Buena	\$1,695,782	1,492,638	\$1,398,442	\$148,800
GRAND TOTAL YERBA BUENA			\$1,547	7,242

^{***}Based on Overfelt estimate.

Funding and Funding Gap	Original Estimate	Revised as of June 11, 2019	Revised as of June 2, 2020
Estimated Costs – Three Attendance Areas	\$4,394,684	\$4,485,266	\$4,539,870
District Funding	-2,700,000	-2,700,000	-4,098,442
City Funding (Years 2-5 Maintenance and Support for James Lick)	0	-193,428	-193,428
ESTIMATED FUNDING GAP	\$1,694,684	\$1,591,838	\$248,000

SECOND REVISED EXHIBIT D

SECOND AMENDMENT TO AND THE AGREEMENT FOR EAST SIDE UNION HIGH SCHOOL DISTRICT COMMUNITY WI-FI DEPLOYMENT BETWEEN THE CITY OF SAN JOSE AND SMARTWAVE TECHNOLOGIES, LLC

Second Amendment to Funding Agreement – ESUHSD Second Revised Exhibit D – Second Amendment to Agreement with SmartWAVE

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