

1 [Real Property Lease - SPOK, Inc. - Zuckerberg San Francisco General Hospital and Trauma  
2 Center, Building 25 - 1001 Potrero Avenue - \$5,000 per Month Base Rent Exempt]

3 **Resolution authorizing and approving the lease of a portion of the equipment room at**  
4 **Zuckerberg San Francisco General Hospital and Trauma Center, Building 25, at 1001**  
5 **Potrero Avenue with SPOK, Inc., a Delaware corporation, at the monthly base rent of**  
6 **\$5,000 which shall be waived while providing paging services and equipment to the**  
7 **City, for the five-year term to commence upon approval by the Board of Supervisors**  
8 **and Mayor, with two five-year options to extend.**

9  
10 WHEREAS, The Priscilla and Mark Zuckerberg San Francisco General Hospital and  
11 Trauma Center (“ZSFGH”), is one of the nation’s leading public hospitals and has  
12 continuously provided emergency, acute care, and trauma services to San Francisco  
13 residents for more than one hundred years; and

14 WHEREAS, The ZSFGH campus, including the new hospital at Building 25, is under  
15 the jurisdiction of the City and County of San Francisco’s (“City”) Department of Public Health  
16 (“DPH”); and

17 WHEREAS, DPH and the Regents of the University of California – San Francisco  
18 (“UCSF”) have a long standing affiliation through which UCSF provides physicians and other  
19 professional services at ZSFGH; and

20 WHEREAS, UCSF, DPH, ZSFGH, and their respective doctors, nurses, and staff, rely  
21 upon the paging services and equipment provided by SPOK, Inc., (“SPOK”), through a Paging  
22 Equipment and Services Agreement for daily and emergency communications with UCSF;  
23 and

24 WHEREAS, ZSFGH is designed and constructed with materials that block radio and  
25 cellular from reaching portions of the building including basement surgical areas; and

1           WHEREAS, ZSFGH requires antennas and boosters within the building to provide  
2 sufficient paging and cellular service to staff, patients and visitors to routinely communicate  
3 daily and during emergencies; and

4           WHEREAS, To ensure the doctors and staff at the ZSFGH receive their pages in the  
5 hospital, at the campus and surrounding areas, SPOK requires the installation of one Yagi  
6 antenna on the roof of Building 25, and one rack and related power supply equipment in  
7 Building 25 to connect to the building's Distributed Antenna System ("DAS"); and

8           WHEREAS, The Real Estate Division on behalf of the DPH has negotiated a new lease  
9 ("Lease") substantially the form on file with the Clerk of the Board of Supervisors in File  
10 No. 170100, which is hereby declared to be a part of this resolution as if set forth fully herein  
11 (the "Lease") to allow the installation of the equipment at Building 25; and

12           WHEREAS, The term of the lease shall be for five (5) years commencing upon  
13 approval by the Board of Supervisors and Mayor; and

14           WHEREAS, SPOK shall have two (2) additional five (5) year option terms to extend the  
15 Lease at the then City's minimum monthly base rent for similar personal communication sites  
16 within City owned assets, or, at the Base Rent prior to the start of any Option Year Term after  
17 adjusting for an annual Base Rent escalation of three (3%) percent of the then Base Rent,  
18 which options can be accepted at the discretion of the Director of the DPH and the Director of  
19 Property, so long as its UCSF Agreement is not terminated and the City and UCSF continue  
20 to benefit from the Agreement; and

21           WHEREAS, The base monthly rent of \$5,000.00 is subject to annual adjustments of  
22 three (3%) percent; and

23           WHEREAS, The SPOK shall pay for janitorial, pest, debris, and utility costs estimated  
24 to be \$3,708.00 per year; and

25

1           WHEREAS, SPOK shall be exempt from payment of Base Rent, utilities and other  
2 service charges so long as UCSF's and SPOK'S Agreement to provide paging services and  
3 equipment to UCSF and thereby effectively to the ZSFGH and DPH is in effect and City  
4 benefits from the Agreement; and

5           WHEREAS, On August 24, 2016, the Environmental Planning Division of the San  
6 Francisco Planning Department determined that the project, the lease and use of City  
7 Property for installation of communications equipment, would not be subject to the California  
8 Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"), pursuant  
9 to CEQA Guidelines Section 15301 and 15303, Said determination is on file with the Clerk of  
10 the Board of Supervisors in File No. 170100 and is incorporated herein by reference; and

11           WHEREAS, On September 8, 2016, the San Francisco Planning Department found the  
12 project, lease and use of the City property to AMS complies with CEQA and is consistent with  
13 the City's General Plan and with Planning Code Section 101.1-(b); a copy of the General Plan  
14 Referral is on file with the Clerk of the Board of Supervisors in File No. 170100 and is  
15 incorporated herein by reference; and

16           WHEREAS, On December 6, 2016, the Health Commission of the City and County of  
17 San Francisco passed Resolution No. 16-13 recommending that the Board of Supervisors  
18 approve lease agreements for the installation of necessary equipment for paging and cellular  
19 services at ZSFGH, Building 25; now, therefore, be it

20           RESOLVED, That in accordance with the recommendation of the Director of the  
21 Department of Public Health, the Director of Property and the City Attorney, the Director of  
22 Property on behalf of the City, as Landlord, be and is hereby authorized to take all actions  
23 necessary to execute the Lease at ZSFGH, Building 25, for a five year term and two five year  
24 options subject to the enactment of a resolution by the Board of Supervisors and the Mayor, in  
25 their respective sole and absolute discretion, approving and authorizing the same; and, be it

1           FURTHER RESOLVED, The monthly base rent for the initial five year term shall be  
2     \$5,000.00, subject to annual adjustments of three (3%) percent, exclusive of utilities, janitorial,  
3     and debris services estimated to be \$3,708.00 per year; and, be it

4           FURTHER RESOLVED, The Board of Supervisors approves the Lease in substantially  
5     the form in the Board's File and authorizes the Director of Property to take all actions, on  
6     behalf of City, to enter into any amendments or modifications (including without limitation, the  
7     exhibits) to the Lease that the Director of Property determines, in consultation with the City  
8     Attorney, are in the best interests of the City, do not materially increase the obligations or  
9     liabilities of the City, and are necessary or advisable to complete the transaction and  
10    effectuate the purposes and intent of this resolution and are in compliance with all applicable  
11    laws, including City's Charter; and, be it

12          FURTHER RESOLVED, That the Lease contains language indemnifying and holding  
13    harmless the Landlord from, and agreeing to defend the Landlord against, any and all claims,  
14    costs and expenses, including, without limitation, reasonable attorney's fees, incurred as a  
15    result of City's use of the Premises, any default by the City in the performance of any of its  
16    obligations under the Lease or any acts or omissions of City or its agents, in, on, or about the  
17    Premises or the property on which the Premises are located, including those claims, costs  
18    and expenses incurred as a result of negligence or willful misconduct of Landlord or its  
19    agents; and, be it

20          FURTHER RESOLVED, That the Competitive Bidding Procedures would be impractical  
21    in light of the existing Agreement between SPOK and UCSF providing UCSF with paging  
22    services and equipment for use by UCSF at Building 25 and the ZSFGH campus; and, be it

23          FURTHER RESOLVED, That any action heretofore taken by any City employee or  
24    official with respect to the exercise of the Lease as set forth herein is hereby approved,  
25    confirmed and ratified; and, be it

1           FURTHER RESOLVED, That the Board of Supervisors finds that the actions  
2 contemplated in this Resolution are consistent with the City's General Plan and with Planning  
3 Code Section 101.1-(b) for the reasons set forth in the General Plan Referral dated  
4 September 8, 2015; and, be it

5           FURTHER RESOLVED, That within thirty (30) days of the Lease agreement being fully  
6 executed by all parties, the Director of Property shall provide a copy of the Lease agreement  
7 to the Clerk of the Board to include into the official file.

8

9

10 RECOMMENDED:

11

12

13 

---

Barbara A. Garcia, MPA, Director  
14 Department of Public Health

15

16

17 RECOMMENDED:

18

19

20 

---

John Updike  
21 Director of Property  
22 Real Estate Division

23

24

25