

File No. 17/218

Committee Item No. 2

Board Item No. 15

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 1, 2018

Board of Supervisors Meeting

Date February 13, 2018

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Health Commission Resolution</u> |
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Completed by: Linda Wong Date January 24, 2018

Completed by: Linda Wong Date February 7, 2018

1 [Real Property License - AT&T Mobility National Accounts LLC - Zuckerberg San Francisco  
2 General Hospital and Trauma Center, Building 25 - 1001 Potrero Avenue - \$5,000 Per Month  
3 Base Rent Exempt]

4 **Resolution authorizing and approving the license of a portion of the equipment room at**  
5 **Zuckerberg San Francisco General Hospital and Trauma Center, Building 25, at 1001**  
6 **Potrero Avenue with AT&T Mobility National Accounts LLC, a Delaware limited liability**  
7 **company, at the monthly base rent of \$5,000 which shall be waived while participating**  
8 **in the Distributed Antenna System and providing enhanced cellular services to the City**  
9 **staff, UCSF staff, patients and visitors within Building 25, to commence upon approval**  
10 **by the Board of Supervisors and Mayor.**

11  
12 WHEREAS, The Department of Public Health's ("DPH") new Building 25, the  
13 Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFGH"), is designed and  
14 constructed with materials that block radio and cellular signals from reaching portions of the  
15 building including basement surgical areas, stairwells, and inner rooms; and

16 WHEREAS, The ZSFGH requires antennas and boosters within the building to provide  
17 sufficient paging and cellular service to staff, patients and visitors to routinely communicate  
18 daily and during emergencies; and

19 WHEREAS, To ensure the doctors, staff, patients and visitors at the ZSFGH receive  
20 their cellular calls while in Building 25, DPH installed a Distributed Antenna System ("DAS")  
21 and invited numerous cellular companies to join the DAS by installing their own equipment  
22 within Building 25 and connecting to the system; and

23 WHEREAS, AT&T will need to install one rack, batteries, and associated fiber cables  
24 and connections to connect to the DAS to enhance its cellular coverage within the Building;  
25 and

1           WHEREAS, The Real Estate Division on behalf of the DPH has negotiated a license  
2 ("License") substantially the form on file with the Clerk of the Board of Supervisors in File No.  
3 171218, which is hereby declared to be a part of this resolution as if set forth fully herein (the  
4 "License") to allow the installation of the rack and other equipment in the equipment room at  
5 Building 25; and

6           WHEREAS, The initial term of the License shall be for five years commencing upon  
7 approval by the Board of Supervisors and Mayor; and,

8           WHEREAS, AT&T shall thereafter have the option to renew year to year to extend the  
9 License at the Base Rent prior to the start of any Option Year Term after adjusting for an  
10 annual Base Rent escalation of 3% of the then Base Rent, which extension can be accepted  
11 at the discretion of the Director of the DPH and the Director of Property, so long as AT&T  
12 participates in the DAS, ZSFGH is in operation, and the City continues to benefit from the  
13 License agreement; and

14           WHEREAS, The base monthly rent of \$5,000 is subject to annual adjustments of 3%;  
15 and

16           WHEREAS, The City shall pay for janitorial, pest, debris, and utility costs estimated to  
17 be \$3,708 per year; and

18           WHEREAS, AT&T shall be exempt from payment of Base Rent and utilities so long as  
19 AT&T continues to participate in the DAS, does not change or enhance its use, the City  
20 continues to benefit from the License agreement, and the License is not terminated; and

21           WHEREAS, On August 24, 2016, the Environmental Planning Division of the Planning  
22 Department determined that the project, the License and use of City Property for installation of  
23 communications equipment, would not be subject to the California Environmental Quality Act,  
24 Public Resources Code, Sections 21000 et seq. ("CEQA"), pursuant to CEQA Guidelines,  
25

1 Sections 15301 and 15303, said determination is on file with the Clerk of the Board of  
2 Supervisors in File No. 171218 and is incorporated herein by reference; and

3 WHEREAS, On September 8, 2016, the Planning Department, found the project,  
4 License and use of the City property to AT&T complies with CEQA and is consistent with the  
5 General Plan, and with Planning Code, Section 101.1-(b); a copy of the General Plan Referral  
6 is on file with the Clerk of the Board of Supervisors in File No. 171218 and is incorporated  
7 herein by reference; and

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

12 RESOLVED, That in accordance with the recommendation of the Director of the  
13 Department of Public Health, the Director of Property and the City Attorney, the Director of  
14 Property on behalf of the City, as Landlord, be and is hereby authorized to take all actions  
15 necessary to execute the License at ZSFGH, Building 25, for a five year term and year to year  
16 extensions subject to the enactment of a resolution by the Board of Supervisors and the  
17 Mayor, in their respective sole and absolute discretion, approving and authorizing the same;  
18 and, be it

19 FURTHER RESOLVED, The monthly base rent for the initial five year term shall be  
20 \$5,000, subject to annual adjustments of 3%, exclusive of utilities, janitorial, and debris  
21 services estimated to be \$3,708 per year; and, be it

22 FURTHER RESOLVED, The Board of Supervisors approves the License in  
23 substantially the form in the Board's File and authorizes the Director of Property to take all  
24 actions, on behalf of City, to enter into any amendments or modifications (including without  
25 limitation, the exhibits) to the License that the Director of Property determines, in consultation

1 with the City Attorney, are in the best interests of the City, do not materially increase the  
2 obligations or liabilities of the City, and are necessary or advisable to complete the transaction  
3 and effectuate the purposes and intent of this resolution and are in compliance with all  
4 applicable laws, including City's Charter; and, be it

5 FURTHER RESOLVED, That the License contains language indemnifying and holding  
6 harmless the City from, and agreeing to defend the City against, any and all claims, costs and  
7 expenses, incurred as a result of Licensee's use of the Premises in connection with its  
8 participation in the DAS, in, on, or about the Premises; and, be it

9 FURTHER RESOLVED, That the Competitive Bidding Procedures would be impractical  
10 in light of the City's invitation to numerous cellular companies to participate in the DAS at their  
11 own expense of equipment and the benefit of the enhanced cellular coverage to the City, its  
12 staff, patients and visitors of ZSFGH who use AT&T's cellular services; and, be it

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

16 FURTHER RESOLVED, That the Board of Supervisors finds that the actions  
17 contemplated in this Resolution are consistent with the General Plan, and with Planning Code,  
18 Section 101.1-(b) for the reasons set forth in the General Plan Referral dated September 8,  
19 2015; and, be it

20 FURTHER RESOLVED, That within thirty (30) days of the License agreement being  
21 fully executed by all parties, the Director of Property shall provide a copy of the License  
22 agreement to the Clerk of the Board to include into the official file.  
23  
24  
25

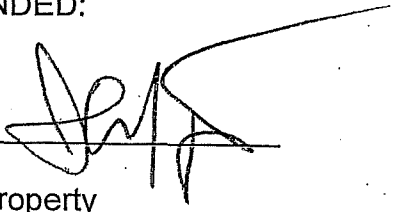
RECOMMENDED:

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

RECOMMENDED:



John Updike  
Director of Property  
Real Estate Division

<p><b>Item 2</b> <b>File 17-1218</b></p>	<p><b>Departments:</b> Department of Public Health (DPH) Real Estate Division</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>The proposed resolution authorizes and approves a license for a portion of the equipment room at Zuckerberg San Francisco General Hospital (ZSFGH) and Trauma Center, Building 25 at 1001 Potrero Avenue with AT&amp;T Mobility National Accounts, LLC (AT&amp;T), a Delaware limited liability company, at a monthly base rent of \$5,000, which is waived while participating in the Distributed Antenna System and providing enhanced cellular services to staff, patients and visitors.</li> </ul>	
<p style="text-align: center;"><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>Building 25, the new trauma center at ZSFGH that opened in May 2016, is built with materials that block radio and cellular signals from reaching portions of the building including basement surgical and exam areas, elevators, stairwells, etc. To address this issue, the Department of Public Health (DPH) installed a Distributed Antenna System that enhances coverage through a series of in-building repeaters. The Distributed Antenna System supports a wide range of wireless, cellular, public safety, radio, and paging service providers. Various cellular and paging service providers were invited to install and maintain their own equipment under individual leases to enhance the coverage in ZSFGH.</li> <li>Under the proposed license, AT&amp;T would install and maintain one rack, batteries and associated fiber cables and connections in the basement with associated wireless repeaters on each floor to the roof of Building 25 at ZSFGH.</li> <li>The proposed license is for an initial five years with automatic one year extensions, unless terminated by either party.</li> <li>This license was not competitively bid because DPH asked cellular companies to participate in the Distributed Antenna System in order to enhance cellular coverage for all users in ZSFGH. AT&amp;T will be required to install and maintain their own equipment which will directly benefit the City, staff, patients and visitors of ZSFGH.</li> </ul>	
<p style="text-align: center;"><b>Fiscal Impact</b></p>	
<ul style="list-style-type: none"> <li>Base rent is \$5,000 per month or \$60,000 annually, with three percent annual increases. However, AT&amp;T is exempt from making rent payments during the term of the proposed license to provide enhanced cellular service at ZSFGH for staff, vendors, patients and visitors. The City will also pay for janitorial, utilities and related services, estimated to cost approximately \$3,708 per year, while the license agreement is in effect.</li> </ul>	
<p style="text-align: center;"><b>Recommendation</b></p>	
<ul style="list-style-type: none"> <li>Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Administrative Code Section 23.27 provides that lease agreements with a term of one year or longer or with rent of \$5,000 or more and where the City is the landlord are subject to Board of Supervisors approval. Administrative Code Section 23.2 defines lease agreements to include subleases, licenses, permits or other similar instruments or other means of granting a right to occupy or use real property.

**BACKGROUND**

Building 25, the new trauma center at Zuckerberg San Francisco General Hospital (ZSFGH) located at 1001 Potrero Avenue opened in May 2016. ZSFGH was constructed with materials that block radio and cellular signals from reaching portions of the building including basement exam and surgical areas, elevators, stairwells, restrooms and the building's middle core. To address this issue, DPH installed a Distributed Antenna System that enhances coverage through a series of in-building repeaters and boosters. The Distributed Antenna System supports a wide range of wireless, cellular, public safety, radio, and paging services for fire, police and first responders as well as ZSFGH staff, patients, vendors and visitors.

The Department of Public Health (DPH) invited various paging and cellular companies to enter into individual leases with DPH to install and maintain their own equipment in ZSFGH in order to join the Distributed Antenna System to improve the cellular coverage within the building. On April 18, 2017 and September 19, 2017, the Board of Supervisors approved leases with

(1) American Messaging Services (File 17-0099; Resolution No. 128-17) to install two antennae and a satellite dish on the roof and power supply equipment in Building 25's equipment room;

(2) SPOK, Inc. (File 17-0100; Resolution No. 129-17) to install an antenna on the roof and power supply equipment in Building 25's equipment room; and

(3) T-Mobile West (File 17-0833; Resolution No. 350-17) to install one rack, router, batteries and associated fiber cables and connections in the basement of Building 25.

Ms. Claudia Gorham, Assistant Director of Real Estate advises that a similar lease with Verizon is currently being negotiated, which will be subject to Board of Supervisors approval, to further improve cellular and paging services at ZSFGH.



**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution authorizes and approves a new license<sup>1</sup> between DPH and AT&T Mobility National Accounts, LLC (AT&T), a Delaware limited liability company, to enter and use a portion of the equipment room at ZSFGH to install and maintain one rack, batteries and associated fiber cables and connections for AT&T to connect to the Distributed Antenna System to improve cellular coverage.

The terms of the proposed license are shown in the Table below.

**Table: Summary of License Terms**

License Period	Five years From approximately January 1, 2018 to December 31, 2023
Location and Size of Property	Building 25 - Basement Facilities Room, with connections to wireless repeaters on each floor and to the roof Approximately five square feet
Options to Extend License	One year automatic extensions at fair market value, with either party able to give 90-day notice not to extend.
Base Rent Paid by AT&T to DPH	\$5,000 per month \$60,000 per year
Annual Adjustments to Base Rent	3 percent
Janitorial and Utilities	To be paid by the City Estimated at \$3,708 per year
Exemption from Paying Rent and Utilities	AT&T is exempt from paying rent, janitorial, utilities and other services while AT&T continues participation in the Distributed Antenna System (see Fiscal Impact Section below)

On August 24, 2016, the Planning Department determined that a lease, license or use of City property to install communications equipment is not subject to the California Environmental Quality Act (CEQA). On September 8, 2016, the Planning Department found that a lease, license or use of City property is consistent with the City’s General Plan and Planning Code Section 101.1(b). Therefore, the proposed resolution includes a Board of Supervisors finding that the proposed license is consistent with the City’s General Plan and Planning Code.

According to Ms. Gorham, the proposed license was not competitively bid because DPH asked cellular companies to participate in the Distributed Antenna System in order to enhance cellular

<sup>1</sup> Under the proposed resolution, the City would be entering into a license agreement rather than a lease agreement. This is because AT&T objected to the use of a lease agreement as AT&T believes it is not technically leasing anything, rather AT&T is simply putting their equipment in the ZSFGH building as a service to the City. As noted above, Section 23.2 of the City’s Administrative Code defines leases to include licenses.

coverage for all users in ZSFGH. The proposed resolution states that competitive bidding procedures would be impractical given the City's invitation to numerous cellular companies to participate in the Distributed Antenna System at the cellular companies' own expense to install and maintain their own equipment and to benefit the City, staff, patients and visitors of ZSFGH who use AT&T's services. As noted above, in 2017 the Board of Supervisors approved three leases with American Messaging Services, SPOK and T-Mobile West (Files 17-0100, 17-0099 and 17-0833) to install paging and radio equipment on buildings at the ZSFGH campus with comparable provisions without undergoing a competitive bidding process.

### **FISCAL IMPACT**

According to Ms. Gorham, the rent amount is based on the City's minimum charge of \$5,000 per month or \$60,000 annually at other locations for a cellular antenna on City property. However, as noted in the Table above, AT&T would be exempt from paying rent and utilities and other service payments to DPH as long as AT&T is providing paging and cellular services to hospital users under the proposed license agreement. As noted above, the City will pay for utilities, janitorial and other services estimated to be approximately \$3,708 per year, while the subject license agreement is in effect.

Ms. Gorham advises that the cost to AT&T to install, maintain and repair their own equipment plus the value of the enhanced cellular services for public safety employees, ZSFGH staff, patients, vendors and visitors at ZSFGH is equal to or greater than the basic rental rate plus utilities.

As noted above, the proposed license is for an initial term of five years, and then automatically extends annually, unless terminated by either party. However, if the City requires AT&T to exit the ZSFGH property during the initial four years, the City will be required to pay the cost to dismantle and remove the AT&T equipment. The estimated cost to dismantle the AT&T equipment is approximately \$3,000.

### **RECOMMENDATION**

Approve the proposed resolution.



# SAN FRANCISCO PLANNING DEPARTMENT

## General Plan Referral

*Date:* September 8, 2016

*Case No.:* Case No. 2016-010378GPR  
Leasing of space at the Zuckerberg San Francisco General Hospital and Trauma Center for installation of communications equipment

*Block/Lot No.:* 4154/001

*Project Sponsor:* Claudia Gorham  
San Francisco Real Estate Department  
25 Van Ness Ave. Suite 400  
San Francisco, CA 94102

*Applicant:* Same as Above

*Staff Contact:* María De Alva – (415) 575-8729  
[María.F.DeAlva@sfgov.org](mailto:María.F.DeAlva@sfgov.org)

*Recommendation:* Finding the project, on balance, is in conformity with the General Plan

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
415.558.6378

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415.558.6409

Planning  
Information:  
415.558.6377

*Recommended*  
*By:*   
John Rahaim, Director of Planning

### PROJECT DESCRIPTION

The Project proposes leasing space at the Zuckerberg San Francisco General Hospital and Trauma Center, Building 25, within the building's distributed antenna system ("DAS") for installation of communications facilities for paging and cellular communications for City and UCSF staff (doctors, nurses, etc.), patients and visitors of numerous vendors.

The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

**ENVIRONMENTAL REVIEW**

On August 24, 2016 the Environmental Planning Division of the Planning Department determined that the project is categorically exempt under CEQA Guidelines Sections 15301 and 15303 (Planning Case No. 2016-010378GPR).

**GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION**

The project is the lease of space at the, Zuckerberg San Francisco General Hospital and Trauma Center for installation of communications equipment. The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, in-conformity with the following Objectives and Policies of the General Plan:

Note: General Plan Objectives and Policies are in **bold font**, General Plan text in regular font; staff comments are in *italic font*.

**COMMUNITY SAFETY**

**OBJECTIVE 1**

**REDUCE STRUCTURAL, AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY AND MINIMIZE PROPERTY DAMAGE RESULTING FROM FUTURE DISASTERS.**

**POLICY 1.20**

Increase communication capabilities in preparation for all phases of a disaster, and ensure communication abilities extend to hard-to-reach areas and special populations.

Strong communication systems are critical to a City's functioning in a hazard scenario. Communication will be necessary in the response phase immediately following a disaster, and continued conveyance of recovery efforts and their progress is an important aspect of the reconstruction period.

*In case of a disaster, the communication abilities of a Public Health Center will be fundamental in the coordination of available resources and resumption of social services.*

**OBJECTIVE 2**

**BE PREPARED FOR THE ONSET OF DISASTER BY PROVIDING PUBLIC EDUCATION AND TRAINING ABOUT EARTHQUAKES AND OTHER NATURAL AND MAN-MADE DISASTERS, BY READYING THE CITY'S INFRASTRUCTURE, AND BY ENSURING THE NECESSARY COORDINATION IS IN PLACE FOR A READY RESPONSE.**

**POLICY 2.15**

Utilize advancing technology to enhance communication capabilities in preparation for all phases of a disaster, particularly in the high-contact period immediately following a disaster.

*In case of a disaster, the communication abilities of a Public Health Center will be fundamental in the coordination of available resources and resumption of social services. The installation of the communication equipment on the proposed leased space would benefit UCSF staff and personnel, as well as patients and visitors.*

**PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1**

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, the lease of space at the, Zuckerberg San Francisco General Hospital and Trauma Center for installation of communications equipment is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

**Eight Priority Policies Findings**

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

*The Project would have no impact, adverse or otherwise, to existing and future neighborhood-serving retail uses and opportunities will be preserved for resident employment in and ownership of such businesses.*

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.

*The Project would have no adverse effect on the existing housing or neighborhood character.*

3. That the City's supply of affordable housing be preserved and enhanced.

*The Project would have no adverse effect on the City's supply of affordable housing.*

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

*The Project would not result in commuter traffic impeding MUNI's transit service, overburdening the streets or altering current neighborhood parking.*

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.

GENERAL PLAN REFERRAL

CASE NO. 2016-010378GPR  
LEASING OF SPACE AT THE ZUCKERBER SAN FRANCISCO  
GENERAL HOSPITAL AND TRAUMA CENTER FOR  
INSTALLATION OF COMMUNICATIONS EQUIPMENT

*The Project would not affect the existing economic base in this area.*

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

*The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake. All carriers are required to install their equipment according to local, state and federal (FCC) codes and regulations.*

7. That landmarks and historic buildings be preserved.

*The Project would not have an adverse impact on any landmarks or historic buildings. The proposed lease is located in Building 25, a newly constructed building. In addition, all of the carriers' equipment is being installed within the interior of the building.*

8. That our parks and open space and their access to sunlight and vistas be protected from development.

*The Project would have no adverse effect on parks and open space or their access to sunlight and vista.*

<b>RECOMMENDATION:</b>	<b>Finding the Project, on balance, in-conformity with the General Plan</b>
------------------------	---

cc: Claudia Gorham, Real Estate Division

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AT&T MOBILITY NATIONAL ACCOUNTS LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Jackie A. Begue, do hereby certify that I am a duly elected and qualified Assistant Secretary of AT&T Mobility Corporation the Manager of AT&T Mobility National Accounts LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. The Schedule of Authorizations for Affiliates of AT&T Inc. (the "Schedule") has been duly adopted by the Company, and said Schedule remains in full force and effect on the date hereof.
2. Section 5.6 of the Company's Limited Liability Company Operating Agreement states as follows:

"The Manager shall have, except as otherwise provided by this Agreement and the requirements of applicable law, the sole, exclusive, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, including, without limitation, the right and power to appoint individuals to serve as officers of the Company and to delegate authority to such officers."

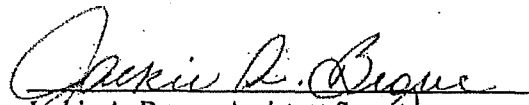
AT&T Mobility Corporation as the Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.

3. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."

4. Jack A. Wildermuth, Senior Solutions Architect, is authorized and empowered under the Schedule and by the Manager to execute and deliver in the name of and on behalf of the Company that certain City and County of San Francisco License Agreement (San Francisco General Hospital, Building 25, San Francisco) by and between City and County of San Francisco and the Company.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 16<sup>th</sup> day of November, 2017.

  
Jackie A. Begue, Assistant Secretary

**CITY AND COUNTY OF SAN FRANCISCO  
LICENSE AGREEMENT**

(San Francisco General Hospital, Building 25, San Francisco)

This LICENSE AGREEMENT (this "License" or "Agreement"), dated for reference purposes only as of November 17, 2017, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Licensor") and AT&T MOBILITY NATIONAL ACCOUNTS, LLC, ("Licensee" or "AT&T"). The Licensor and Licensee are at times referred to hereinafter collectively as the "Parties" or individually as a "Party."

**WITNESSETH**

WHEREAS, Licensor owns certain real property located at 1001 Potrero Avenue in San Francisco, California, on which is situated the campus of the San Francisco General Hospital, including Building 25, a recently constructed hospital and trauma center; and

WHEREAS, Licensor has installed, constructed and will maintain in Building 25 a Distributed Antenna System ("DAS") to provide better paging and cell coverage within Building 25 and to connect service providers to clinicians, clients, and patients; and

WHEREAS, Licensor desires Licensee to provide enhanced radio frequency ("RF") coverage from the Network in Building 25; and

WHEREAS, Licensor will be providing power, cooling and rack hosting plus cross connects to monitoring systems/antennae as required; and

WHEREAS, Licensee desires to participate in the DAS at Building 25 pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound hereby, City and Licensee agree as follows:

**1. RECITALS**

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

**2. LICENSE**

City confers to Licensee a revocable, personal, unassignable, non-exclusive and non-possessory license to enter upon and use certain space in Building 25, the Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFGH") (the "**Building**"), in the City and County of San Francisco, more particularly described on Exhibit A, attached hereto and incorporated herein, together with non-exclusive access and utility easements, including portions of the Building consisting of (a) space for the AT&T Base Station ("**BTS**") to be located in Building 25, MPOE BB1111, Room HB380 (shown on Exhibit A), (b) rack space consisting of one (1) 19" rack(s) (208 Volts/100 amps each), unless otherwise agreed to by the Parties, in MPOE BB1111/HB380, (c) City will provide access to electrical service in coordination with ZSFGH Facilities Department and Licensee shall deliver electrical service in coordination with ZSFGH facilities (as shown on Exhibit A), (d) DPH Network/CCSF Radio Engineers at ZSFGH will provide Licensee with access to existing installed SPECTRACOM NTP GPS Based Clock Ethernet port, and (e) the placement and use of wiring and conduits as shown on Exhibit A (collectively the "**Premises**").



This Agreement gives Licensee a license only, and notwithstanding anything to the contrary herein, this License does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Premises or Building, or any portion thereof.

### **3. CO-LOCATION OF TELECOMMUNICATIONS EQUIPMENT AND FACILITIES**

#### **3.1 Prohibition on Co-location Without City's Consent**

Co-location of facilities and equipment is prohibited except with the express written approval of City. A "co-located telecommunication facility or equipment" means a telecommunication facility or equipment comprised of one or more racks, antennas, dishes, or similar devices owned or used by more than one public or private entity that is not controlled by or under common control with Licensee. The term "control" in the foregoing sentence shall mean (a) as to a corporation, the ownership of stock having the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding, and (b) as to partnerships and other forms of business associations, ownership of more than fifty percent (50%) of the beneficial interest and voting control of such association.

#### **3.2 Required Co-location**

Notwithstanding the foregoing, Licensee is on notice that City may request Licensee to co-locate its facilities and equipment on the Premises with other facilities, equipment or providers.

Licensee shall cooperate and use commercially reasonable efforts to facilitate co-location of future telecommunications facilities and equipment upon the Premises; provided, however, that Licensee shall not be under any such obligation if a proposed co-location causes interference with Licensee's existing System [as defined in Section 4] or use of the Premises. As used in this Agreement, "Interference" means undesired RF energy that can degrade the quality of Service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for Licensee's licensed Affiliates or other carriers. If no such Interference would occur upon installation of a co-locator's equipment as reasonably determined by the Parties, and subject to the mutual agreement of the Parties, then the proposed co-locator in each instance shall, as a condition precedent to any proposed co-location: (i) execute and deliver a co-location agreement prepared in commercially reasonable form by the proposed co-locator that is acceptable to the Parties; (ii) pay all costs arising from or related to the co-location, including but not limited to any and all costs incurred by Licensee to accommodate such co-location; and (iii) reimburse Licensee a commercially reasonable percentage of costs and expenses (including capital expenditures) incurred by Licensee in connection with the development, use, or occupancy of the Premises prior to the co-location.

### **4. TERM**

The Term of this Agreement shall be for five (5) years ("**Initial Term**") and shall commence upon (a) the full execution of this Agreement by the Parties, and (b) City's receipt of Licensee's notice to City in writing that Licensee has obtained all permits and approvals, if any, for Licensee to install "**Licensee's System**" (as defined below in this Section 4) ("**Commencement Date**") and shall be automatically extended for one (1) year periods under the same terms and conditions unless either Party gives the other Party notice of its intention not to renew the Agreement at least ninety (90) days prior to the end of the then current Term. As used in this Agreement, City's "Distributed Antenna System ("**DAS**" or "**System**") shall mean an in-building antenna system, which distributes RF coverage through Building 25, supporting a

broad range of wireless services, applications and technologies, operating within the System's specified frequency range; "Licensee's System" shall mean a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeater(s) (as applicable), any related transmission facilities and any related equipment and cabling that is or will be installed by or for Licensee on the Premises or in or around the Building, enabling Licensee to join the DAS, to enable enhanced RF coverage from the Licensee's Network. Licensee's System works in conjunction with the City's DAS, but Licensee is not responsible for any aspect of the City's DAS.

## 5. FEES

In consideration of the benefits flowing to each party under this Agreement, for every month of a Term that Licensee is participating in the DAS, all fees, utility charges, and rent (Base Rent shall be \$5,000 per month, \$60,000 per year, with annual adjustment of 3% on anniversary of commencement of License for Term) shall be waived by the City. If and when Building 25 ceases to be used as Zuckerberg San Francisco General Hospital and Trauma Center, this License shall automatically terminate and Licensee shall remove its equipment pursuant to Section 24 (Surrender of Premises) and Section 26.10 (Holding Over). If Licensee ceases to participate in the DAS but does not vacate the Premises, Licensee shall pay all fees, utilities and rent.

If Licensee is required by City to remove its equipment before the end of the Initial Term, City shall reimburse Licensee for the actual cost to remove its equipment upon submission of an itemized invoice; provided, however, that if City's request is for cause in accordance with this Agreement or if Building 25 ceases to be used as Zuckerberg San Francisco General Hospital and Trauma Center, City will not be responsible for the equipment removal costs.

## 6. USE

### 6.1 Permitted Use

Licensee shall use the Premises during the Term of this License for the sole purpose of participating in the Building's DAS, which includes installing, maintaining, repairing and operating a customized in-building radio telecommunications system comprised of one or more Base Station(s) and any related transmission facilities to enable enhanced RF coverage from the Licensee's "Network" (the AT&T infrastructure used to provide wireless radio telecommunications services on the "Frequencies" (the frequencies for which an AT&T Affiliate holds a license from the Federal Communications Commission for use in providing Licensee's System)) and for no other use.

Licensee shall not interfere with the use and operation of the Building as a hospital and trauma center.

### 6.2 Monitoring.

Due to Licensee's ownership rights and FCC requirements, Licensee has the right to monitor the operation of Licensee's System twenty-four hours per day, seven days per week, in order to determine its system performance and to ensure that City and/or another similar system does not cause Interference to other Licensee customers or their users, the Network, transmission facilities or other equipment. Licensee will determine the cause of such Interference, and may, at its option, disable or shut down Licensee's System until Licensee is able to determine and eliminate the cause of the Interference. In the event Licensee intends to exercise its option to disable or shut down Licensee's System, then Licensee will provide City reasonable notice of the related processes.

### 6.3 No Illegal Uses or Nuisances

Without limiting the foregoing, Licensee shall not use or occupy any of the Premises, or permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, or permit to be carried on any offensive, immoral, noisy, or hazardous use. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its activities within the Premises. Licensee shall not advertise in any manner in areas outside the Premises or on or about the Building; provided, however that Licensee may place one identification plate/tag on each rack, antenna, or other equipment, which plate/tag shall be no larger than two inches (2") by two inches (2") and shall be reasonably approved in advance by City, in order to identify Licensee's Equipment as belonging to Licensee.

## 7. INSTALLATION OF LICENSEE'S SYSTEM

### 7.1 Installation

City will, and has, obtained, prior to installation and at no cost to Licensee, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to operate the DAS on the Premises. City will also pay, if applicable, any OSHPD related charges. For clarification, Licensee will obtain, at no additional cost to City, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of Licensee's System ("**Regulatory Approvals**"). Further, Licensee shall commence to install Licensee's System consisting of Licensee's Equipment set forth and described on Exhibit A-1 only after Licensee has obtained all Regulatory Approvals, if any, and written notice given to City.

**Connectivity.** City understands and agrees that Licensee's System includes a Base Station, and the Base Station requires connectivity to Licensee's Network via telephone company transport facilities, and Licensee will provide such connectivity at Licensee's expense.

Licensee shall not alter, replace, modify, or add to any of Licensee's Equipment without City's prior written consent; provided, however, that Licensee may perform maintenance, repairs, like-for-like exchanges or similar replacements of Licensee's Equipment and may make modifications within the interior of any of Licensee's Equipment without prior approval of City so long as the like-for-like exchanges or similar replacements of Licensee's Equipment are substantially similar in size and weight to the previous Licensee Equipment, do not pose any greater danger to the Building than the Licensee's Equipment to be so exchanged or replaced, will comply with Section 12.3 (Floor Load), and Licensee obtains all regulatory approvals required for such exchanges, replacements, or modifications. If Licensee wishes to make any exchange or replacement of Licensee's Equipment within the Premises that requires City's prior written consent, City will not unreasonably withhold, condition or delay its approval; provided, however, that City shall have the right to condition its approval of such requested exchange or replacement on the commencement of the payment of Rent if such requested exchange or replacement results in Licensee realizing additional revenues (excluding revenues that Licensee may receive as a result of increased usage of Licensee's System as a result of improved service/coverage in Building 25 associated with the requested exchange or replacement), charging higher fees to its customers (unless such higher fees to its customers are solely used to pay for Licensee's additional cost in making such requested exchange or replacement), or increased service and coverage outside of Building 25. Licensee acknowledges that City shall have the sole discretion in deciding whether to approve to any proposed addition to the Licensee's Equipment within the Premises or any proposed exchange or replacement of Licensee's Equipment that would result in any expansion of the Premises, including the right to condition such approval on payment of Rent.

## 7.2 Air-conditioning and Fire Suppression

Licensee shall have the right (but not the obligation) to install and maintain at its own cost and expense a self-contained air-conditioning system and fire protection system on the Premises. Installation of such air-conditioning or fire systems shall be in compliance with Section 7.1 (Installation) and Section 8.1 (Licensee's Alterations). Air-conditioning and fire suppression systems must be approved by facilities engineering and may require OSHPD inspection and pre-approval (Section 8.1).

## 7.3 System

(a) The Parties acknowledge and agree that a unique Licensee's System will be required for the Premises. Additional Systems may be added to the Premises by Licensee upon mutual agreement between the Parties and an amendment to this License, which may have to be approved by the Mayor and Board of Supervisors. Unless otherwise agreed, all terms and conditions of this License shall apply to each and all of Licensee's Systems.

(b) Each of Licensee's Systems may include a corresponding design to be mutually agreed upon by the Parties.

(c) Licensee shall install its System, and each future Licensee System, if any, at its sole cost, on the Premises in accordance with the corresponding Licensee System Design.

(d) If Licensee's System does not include a City owned and maintained DAS or Repeater, then Licensee will maintain that System at its own expense. If a Licensee System does include a City owned and maintained DAS or Repeater, then City will maintain any such DAS and/or Repeater at City's expense and Licensee shall maintain the remaining Licensee owned Licensee's System components, as applicable, at Licensee's own and sole cost.

(e) Licensee shall not maintain nor pay for any cabling and distribution systems related to a System damaged by the City.

## 8. ALTERATIONS

### 8.1 Licensee's Alterations

Licensee shall not make or permit any alterations to the Building or any of the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, and communications systems of the Building (collectively, "**Building Systems**"), except with City's prior written consent in each instance which may be withheld in City's sole discretion. All approved Alterations shall be done at Licensee's sole expense in accordance with plans and specifications approved by City, only by duly licensed and bonded contractors or mechanics, and subject to all other conditions which City may reasonably impose and applicable federal, state and local codes and regulations.

### 8.2 Title to and Removal of Licensee's Equipment

Title to Licensee's System and Equipment, all permitted improvements or equipment installed at and affixed to the Premises by Licensee and all of Licensee's personal property (collectively, "**Licensee's Property**") shall remain the property of Licensee; provided, however, that any structural improvements to the Building made by Licensee shall become City's property and remain on the Premises. City hereby acknowledges that Licensee may grant to the vendor of the equipment to be installed at and affixed to the Premises a security interest in all equipment

and fixtures owned by Licensee now or hereafter located at or on the Premises; provided no such security interest shall cover any portion of the Premises or the Building or City's property in, on or about the Building and further provided that any removal of such equipment or fixtures by the holder of any such security interest must be in compliance with the provisions of Section 24 (Surrender of Premises). Licensee may at any time, including any time it vacates the Premises (excluding the structural improvements referenced above), remove all of Licensee's Property from the Premises, subject to the provisions of Section 24 (Surrender of Premises). Notwithstanding anything to the contrary in this License, City can elect at any time prior to the Expiration Date or within thirty (30) days after termination of this License to require Licensee to remove on the Expiration Date or any earlier termination of this License in accordance with Section 24 (Surrender of Premises) at Licensee's sole expense, all or part of any structural improvements to the Premises or the common areas of the Building made by City or Licensee, which were made in order to provide sufficient support for Licensee's equipment, and any antenna or tower supports, foundations, or base plates.

**Ownership.** FCC regulations require Licensee to maintain sole control over any transmitting device that operates within Licensee's assigned Frequencies. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) City does not have, and will not acquire through this Agreement any proprietary or ownership rights or interest in Licensee's System or Licensee's Network, and (b) each of Licensee's System, and all Licensee's System's corresponding components, are and will remain the property of Licensee, and (c) Licensee will have the right to remove any Licensee System in its sole discretion at Licensee's expense. Licensee has no proprietary or ownership rights in the Building, Premises or City's facilities, including City-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of the DAS installation.

## **9. CITY'S ALTERATIONS OF THE BUILDING AND BUILDING SYSTEMS**

City reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the Building, the Building Systems or the common areas of the Building, for any purpose including compliance with mandatory or voluntary controls or guidelines, subject to the following terms and conditions. In performing any such work, City shall make good faith efforts to give Licensee prior notice of such work and shall make reasonable efforts not to disrupt Licensee's normal use of Licensee's Equipment in the Premises. The making of any such alterations, additions, repairs, deletions or improvements shall in no event entitle Licensee to any damages or relieve Licensee of the obligation to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Licensee, provided that Licensee's System as currently configured can still participate in the DAS at the Premises. If City changes the Premises or use of the Premises that interferes with the performance of Licensee's System as currently configured and no reasonable solution can be found, then Licensee may, at its option, disable or shut down the impacted System at any time, and/or remove the System. Licensee is under no obligation to incur any costs to modify its currently configured System to meet the service parameters under this Agreement following disruption in service caused by City's alterations. During the period of any such alterations by City which materially impair Licensee's use of the Premises or disrupt the System, Licensee's operation, maintenance or repair of the System, Licensee shall have the right to bring into the Building and operate a portable generator and other equipment necessary to operate the System, in a mutually acceptable location and on the other terms and conditions provided with respect to such equipment in Section 15 (Damage and Destruction).

## 10. REPAIRS, MAINTENANCE, AND MODIFICATIONS

### 10.1 City's Repairs

City shall be responsible for maintenance of the Building and Premises excluding Licensee's System and Equipment. City agrees (i) to correct any immediately life-threatening or hazardous condition that affects any portion of the Building necessary for Licensee's use of the Premises, so long as such condition is not the result of damage or destruction discussed in Section 15 (Damage and Destruction), the acts, omissions or negligence of Licensee or its Agents, and such repair is not otherwise the responsibility of Licensee under Section 10.2 (Licensee's Repairs), and (ii) to repair any condition caused by City or its Tenants or other Licensees of the Building other than Licensee, which condition materially affects any portion of the Building necessary for Licensee's use of the Premises and is not caused by damage or destruction discussed in Section 15.

### 10.2 Licensee's Repairs

Licensee shall maintain all parts of Licensee's System and Licensee's Equipment on the Premises, at its sole expense, in good repair and working order and in a clean, safe and sanitary condition. Licensee shall make all repairs, replacements and modifications as necessary and applicable: (a) at Licensee's expense and at such time and, when required hereunder, in such manner as reasonably approved by City, (b) by duly licensed and bonded contractors or mechanics, (c) in a manner and using equipment and materials which will not interfere with or impair City's operations, use or occupation of the Building or the Building Systems, and (d) in accordance with any Building Rules and Regulations (as defined in Section 22 (Rules and Regulations)) and all applicable Laws (as defined in Section 13.1 (Compliance with Laws), rules and regulations of governmental authorities having jurisdiction over the Premises.

Licensee hereby waives any right it may have to make repairs at City's expense under Sections 1941 and 1942 of the California Civil Code (Lessor to make dwelling-house fit for its purpose, and Repairs by lessee, respectively) or under any similar law, statute or ordinance now or hereafter in effect.

### 10.3 System Modifications

Licensee shall make "Modifications" (any modifications, enhancements, expansions, upgrades, adjustments, shut-downs, disablements, or other changes to a System or any System components) only upon written approval of the City which shall not be unreasonably withheld or delayed. Proposed Modifications shall specify any additional space or power requirements. Modifications shall not interfere with the Frequencies existing at the Building, on the Premises or within the DAS, any other companies' system(s), Licensee's Network, or the network of any other cellular carrier in the Building.

After installation, any City proposed modifications to Licensee's System or request that Licensee relocate Licensee's System will be implemented if approved by Licensee, whose approval will not be unreasonably withheld, at City's sole expense.

### 10.4 Shut-Downs

In the event Licensee intends to shut-down or disable the System for any length of time, then Licensee shall exercise good faith efforts under the circumstances to provide City and the San Francisco General Hospital with notice at least seventy-two (72) hours prior to any shut-down or disablement via telephone and email as set forth in Section 14.

ZSFGH shall exercise best efforts to maintain UPS at all times, and shall exercise good faith efforts under the circumstances to provide Licensee with notice at least seventy-two (72) hours prior to any shut-down or disablement via telephone and email as set forth in Section 14.

## 11. LIENS

Licensee shall keep the Premises and the Building free from any liens arising out of any work performed, material furnished or obligations incurred by or for Licensee. In the event Licensee shall not, within thirty (30) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, City shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to City by Licensee upon demand. City shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that City shall deem proper for the protection of City, the Premises, and the Building, from mechanics' and material supplier's liens. Licensee shall give to City at least fifteen (15) days prior written notice of commencement of any repair or construction on the Premises except for minor and routine repair and maintenance for which Licensee is responsible hereunder. Licensee shall not create, permit or suffer any other encumbrances affecting any portion of the Premises or the Building except as expressly permitted under this License or without first obtaining the written consent of City, which City may give or withhold in its sole discretion.

## 12. UTILITIES AND SERVICES

### 12.1 Utilities and Services

During any month of any Term that Licensee is participating in the DAS, City shall furnish all utilities, a climate controlled environment and services necessary or appropriate for Licensee's use and enjoyment of the Premises, except for telephone company transport facilities for connectivity to the "Network".

As set forth above in Section 5, the charge for utilities provided by the City, in the amount of \$3,708.00 per annum, payable monthly in advance at \$309.00 subject to a three (3%) percent increase annually on the anniversary of commencement of License, is waived during the Term, and yearly thereafter, unless Licensee ceases to participate in the DAS and does not vacate the Premises.

Licensee shall not: (a) connect or use any electrical equipment that exceeds the capacity of the Building electrical system; or (b) connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be approved in writing in advance by City.

In the event of move or Licensee's System change resulting from a City request or Building alteration, City will provide to Licensee, at no cost to Licensee, any conduit, holes, including without limitation any roof penetrations, wire-ways, wiring, plans, power/utilities and other items reasonably required to allow Licensee to install, repair, maintain, replace, remove, make Modifications to, and/or operate the corresponding System. Furthermore, if necessary, City will ensure the telecom circuit is extended from the demarcation point to the location of the Base Station.

## **12.2 Mandatory or Voluntary Restrictions**

In the event City provides any utilities pursuant to Section 12.1 (Utilities and Services), and any governmental entity promulgates or revises any statute, ordinance or building, fire or other code or imposes mandatory or voluntary controls or guidelines on City or the Building or any part thereof, relating to the use or conservation of energy or electricity, or in the event City is required or elects to make alterations to any part of the Building in order to comply with such mandatory or voluntary controls or guidelines, such compliance and the making of such alterations shall in no event entitle Licensee to any damages or constitute or be construed as a constructive or other eviction of Licensee, provided that Licensee can still operate on the Premises.

## **12.3 Floor Load**

Without the prior written consent of City, which City may give or refuse in City's sole discretion, Licensee shall not place or install in the Premises any machine, equipment, structure or other improvement the weight of which shall exceed the normal loadbearing capacity of the floors or roof of the Building, except as may be shown in the Approved Plans. If City consents to the placement or installation of any such machine or equipment in the Premises, Licensee at its sole expense shall reinforce the floor or roof of the Premises in the area of such placement or installation, pursuant to plans and specifications reasonably approved by City and otherwise in compliance with Section 8.1 (Licensee's Alterations), to the extent necessary to assure that no damage to the Premises or the Building or weakening of any structural supports will be occasioned thereby.

## **13. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS**

### **13.1 Compliance with Laws**

Licensee, at Licensee's expense, shall promptly maintain Licensee's System on the Premises and Licensee's Equipment and any other improvements and equipment permitted hereunder, and Licensee's use and operations thereon, in strict compliance with all present and future laws, orders and regulations of federal, state, county and municipal authorities (collectively, "Laws") relating to the Premises or the use or occupancy thereof, whether foreseen or unforeseen, ordinary as well as extraordinary.

Licensee understands and agrees that City is entering into this License in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this License shall limit in any way Licensee's obligation to obtain any required regulatory approvals from City departments, boards or commissions having jurisdiction over the Premises. By entering into this License, City is in no way modifying or limiting Licensee's obligation to cause the System to be installed and used in accordance with all Laws as provided above.

### **13.2 Licenses and Approvals**

See Section 7.1 above.

### **13.3 Radiofrequency Radiation and Electromagnetic Fields**

Without limiting Section 13.1 above, Licensee shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFRs") or Electromagnetic Fields ("EMFs") at the Building, including without limitation, all applicable standards adopted by the Federal Communications Commission, whether such RFR or EMF



presence or exposure results from Licensee's equipment alone or from the cumulative effect of Licensee's equipment added to all other sources in the Building. When applicable FCC rules require Licensee to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions, including but not limited to the placement of visible signage near the equipment's antenna, Licensee shall have the right to terminate this Lease without penalty upon ninety (90) days' prior written notice to City or City shall grant Licensee the right to post required signage and otherwise comply with the applicable FCC regulations at all locations where Licensee installs the equipment to be installed pursuant to this Agreement. City shall not agree to allow any third party entering into a use agreement after the Commencement Date to cause an increase in RFR or EMF levels in the Building such that the cumulative levels exceed allowable levels. If the cumulative effect of City's use of the Building taken together with Licensee's use hereunder and other Licensee(s) exceeds such standards, Licensee shall have the right to terminate this Lease without penalty upon ninety (90) days' prior written notice to City.

#### 13.4 Compliance with City's Risk Management Requirements

Licensee shall not do anything, or permit anything to be done, in or about the Premises which would create any unusual fire risk, and shall take commercially reasonable steps to protect City from any potential premises liability by reason of any use or operation being conducted by Licensee in the Premises. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations or requirements of City's Risk Manager.

#### 14. NOTICES

All notices hereunder shall be deemed to have been given or received two (2) days after the date when it shall have been emailed and mailed if sent by first class, certified or overnight mail, or upon the date personal delivery is made. Neither party may give official or binding notice by facsimile. All notices, requests, and demands (collectively, "Notice") herein under shall be in writing and shall be given by email and by one of the following: (a) posting with a nationally or regionally recognized next-business day courier service, (b) by personal delivery, or (c) by posting by registered or certified mail, return receipt requested, to the addresses of City and Licensor as follows:

Licensor/City: Department of Public Health  
101 Grove Street  
San Francisco, CA 94102  
Attn: Director of Public Health  
Re: AT&T  
SFGH – 1001 Potrero Avenue, Building 25

with a copy to: Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Director of Property  
Re: **SFGH, Building 25, DAS AT&T**  
Fax No.: (415) 552-9216

and to: Office of the City Attorney  
City and County of San Francisco  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Deputy City Attorney

Re: ZSFGH, Building 25, DAS AT&T  
Fax No.: (415) 554-4755

Department of Public Health Contact: Bill Kim  
415-554-2633  
bill.kim@sfdph.org

Max Bunuan  
Max.bunuan@sfdph.org

Greg Chase  
ZSFGH  
Director of Facility Services  
Greg.chase@sfdph.org  
415.206.8521

Licensee: AT&T Corp.  
One AT&T Way  
Bedminster, New Jersey 07921-0752  
ATTN: Master Agreement Support Team  
Email: mast@att.com

Fax No.: \_\_\_\_\_

Licensee Contact Person:

## 15. DAMAGE OR DESTRUCTION

The Parties recognize that the Premises are a small portion of a building used as, among other things, a hospital and trauma center. In the event of damage to the Premises or the Building by any cause, City shall have no obligation to rebuild or repair. If City, in City's sole and absolute discretion, determines to repair or rebuild, City shall give Licensee written notice of its determination and its good faith estimate of the amount of time to repair or rebuild, within thirty (30) days of the date of such damage or destruction. In such event, this Agreement shall remain in full force and effect.

During the period of any repair or rebuilding provided for hereunder, City shall have the right, at its sole cost, to bring onto the Building (provided sufficient space is available) in a location mutually acceptable to Licensee and City and to operate a portable generator and other equipment in order to provide for continuous service of the DAS and Licensee's System within the Building during such repair/rebuild period.

Licensor will be solely responsible for all costs to repair the DAS and Licensee's System from damage caused by acts or omissions of Licensor, its agents, employees, contractors, or invitees.

City will be solely responsible for all costs to repair the DAS and Licensee's System from damage caused by acts or omissions of City, its agents, employees, contractors, or invitees.

The Parties hereto understand and agree that the provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction, and Licensee and City each hereby waives and releases the provisions of Section 1932, subdivision 2,

and Section 1933, subdivision 4, of the Civil Code of California (When hirer may terminate the hiring) or under any similar law, statute or ordinance now or hereafter in effect.

## **16. EMINENT DOMAIN**

### **16.1 Eminent Domain**

If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, this License shall terminate as to the part so taken as of the date of taking. If any material part of the Building shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, City shall have the right to terminate this License by written notice to Licensee within thirty (30) days of the date of the taking. In the event of any taking, City shall be entitled to any award which may be paid or made in connection therewith. Licensee shall have no claim against City for the value of any unexpired term of this License, for any relocation costs, or damage to Licensee's business or loss or damage to Licensee's Equipment.

The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of a taking. Licensee and City each hereby waives and releases any right to terminate this License in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure (partial termination of lease and Court order terminating lease, respectively) or under any similar law, statute or ordinance now or hereafter in effect.

### **16.2 Temporary Takings**

Notwithstanding the foregoing, if a taking occurs with respect to all or any portion of the Premises for less than ninety (90) days, this License shall remain unaffected thereby, and Licensee shall continue to perform all of the terms, conditions and covenants of this License.

## **17. ASSIGNMENT**

Licensee shall not directly or indirectly (including, without limitation, by merger, acquisition, or other transfer of any controlling interest in Licensee), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer any part of its license ("Assignment"), without City's prior written consent, provided that any such assignment shall be under and subject to this Agreement and Licensee's rights and obligations hereunder. City's consent shall not be unreasonably withheld in each instance, except that Licensee may assign its interest upon written notice to City of an assignment to Licensee's parent company, subsidiary or affiliate, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission.

Licensee may subcontract to an Affiliate or a third party for any installation work to be performed pursuant to this Agreement but will remain financially responsible for the performance of such work. Licensee will notify City of any Affiliates or third parties authorized by Licensee to perform any work under this Agreement, and City will advise such Affiliates and third parties of the rules for accessing the Premises.

## **18. LICENSEE'S INDEMNITY**

Licensee, its agents, employees, contractors and invitees, agree to defend, indemnify and hold harmless City, its officers, employees, agents, and invitees from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Licensee in connection with the use and License provided under this Agreement except those

arising by reason of the sole negligence of the City, its officer, employees and agents.

In the event of concurrent negligence of City, its officers, employees and agents, and Contractor and its officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

## 19. INSURANCE

### 19.1 Licensee's Insurance

(a) Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages:

(i) Commercial General Liability Insurance of Two Million Dollars (\$2,000,000) each occurrence and in the aggregate, combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

(ii) Worker's Compensation Insurance with Employer's Liability Limits of One Million Dollars (\$1,000,000) each accident/ each disease, per employee/ each disease, policy limits.

(iii) Commercial Automobile Liability Insurance with limit of One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles.

(b) Required Commercial General Liability, Commercial Automobile Liability Insurance shall:

(i) Include as additional insured the City and County of San Francisco, its officers, agents and employees. Licensor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

(ii) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this License, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any additional insured, and shall afford coverage for claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(c) Licensee shall provide the City with thirty (30) days' advance notice for cancellation or non-renewal of any required coverage that is cancelled or not renewed and not replaced. Notice to City shall be mailed to the address(es) for City as set forth in this Agreement, Section 14 (Notices).

(d) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this License, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Lease, such claims shall be covered by such claims-made policies.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) On or before the Commencement Date, Licensee shall deliver to City certificates of insurance and additional insured endorsement(s) from insurers on standard ACORD forms, evidencing the coverages required hereunder, or grant the City the right to review relevant policies at a Licensee office in the San Francisco area.

(g) Licensee's compliance with the provisions of this Section shall in no way relieve or decrease Licensee's liability under Section 18 (Indemnity), or any other provision of this Lease.

(h) Notwithstanding anything to the contrary in this Lease, City may elect, in City's sole and absolute discretion, to terminate this License if Licensee allows any required insurance coverage to lapse by: (1) providing Licensee written notice of such lapse; and (2) immediately providing written notice of termination if Licensee fails to reinstate the lapsed coverage within three (3) business days of City's notice of such default.

## **19.2 Licensee's Property**

Licensee shall be responsible, at its expense, for loss or damage to Licensee's Property caused by acts or omissions of Licensee or, its agents, employees, contractors, or invitees.

## **19.3 City's Self Insurance**

Licensee acknowledges that City self-insures against casualty, property damage and public liability risks. City agrees to maintain an adequate program of self-insurance for public liability risks during the Term and shall not be required to carry any third party insurance with respect to the Building, the Premises or otherwise.

## **20. LIMITATION OF CITY'S LIABILITY**

### **20.1 Limitation on City's Liability**

City shall not be responsible for or liable to Licensee, and Licensee hereby waives all Claims against City and its Agents and releases City and its Agents from, all Claims for any injury, loss or damage to any person or property in or about the Premises or any License Area created under this License by or from any cause whatsoever (other than to the extent caused by the active negligence or willful misconduct of City and its Agents), including, without limitation, acts or omissions of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Premises or the Building.

## 20.2 Consequential Damages

City would not be willing to enter into this License in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of City or its Agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including without limitation, lost profits) arising out of this License, including, without limitation, any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of City or its Agents, and covenants not to sue for such damages City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them.

Licensee would not be willing to enter into this License in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of Licensee or its Agents, and City expressly assumes the risk with respect thereto. Accordingly, without limiting any waivers contained in this Agreement and as a material part of the consideration for this Agreement, City fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against Licensee for consequential and incidental damages (including without limitation, lost profits) arising out of this License, including, without limitation, any interference with uses conducted by City pursuant to this License, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of Licensee or its Agents, and covenants not to sue for such damages Licensee, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them.

## 20.3 No Relocation Assistance

This License creates no right in Licensee to receive any relocation assistance or payment for any reason under the Relocation Assistance Act (California Government Code Section 7260 et seq.), the Uniform Relocation Assistance Act (42 U.S.C. Section 4602 et seq.) as such acts may be amended or revised or under any existing or future law upon any termination of tenancy except as provided in Section 15 (Eminent Domain) hereof.

Licensee fully waives, releases and relinquishes forever any and all claims, demands, rights and causes of action that it may have against the city under any existing or future laws, for any compensation from City not otherwise provided for herein, upon any termination of tenancy hereunder.

In connection with the releases under Sections 20.1 (Limitation on City's Liability), 21.2 (No Relocation Assistance), Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Licensee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, anticipated and unanticipated claims. Licensee realizes and

acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this License.

## **21. ACCESS TO PREMISES**

### **21.1 Licensee's Access to the Premises**

(a) City hereby grants to Licensee during the Term of this License and for the limited purposes and subject to the terms and conditions set forth below, a nonexclusive license in and over the following common areas of the Building to the Premises: areas providing physical access by personnel and equipment including ramps, loading docks, walkways, staircases, and ladders; and all the rooms in which Licensee's Equipment is installed as shown on Exhibit A. Use of such areas shall be subject to City's rights under Section 9 (City's Alterations of Building and Building Systems). The license granted to Licensee hereunder is for the sole purpose of installing, maintaining, restoring, replacing, monitoring and operating Licensee's Equipment and the System located within the Premises or the common areas of the Building, including any necessary electrical and telephone conduits, in accordance with the use permitted under this License. Such rights shall include the right of ingress and egress through the Building for access to or from the Premises or Licensee's System and Equipment, provided that Licensee shall notify the ZSFG Director of Facility Services, as designated by City, at least forty-eight (48) hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Licensee's requested access, including without limitation, all Building access procedures/rules as set forth in Exhibit B, attached hereto and incorporated herein by this reference, security requirements, procedures and protocol, name tag and identification of person's employment with Licensee, sign in and out logs, and calls to Building Engineering. City will provide escorts, *if required*, at the expense of the City and is not included in the AT&T costs. In the event of an emergency, Licensee shall have the right to enter the Premises without notice provided that Licensee shall make reasonable efforts to provide City or City's designated person with notice when feasible in light of the exigent circumstances.

### **21.2 Emergency Access**

In the event of any emergency, as reasonably determined by City, City may, at its sole option and without notice (provided that City shall make reasonable efforts to provide Licensee with notice when feasible in light of the exigent circumstances) enter the Premises and alter or remove Licensee's Property on or about the Premises. City shall have the right to use any and all means City considers appropriate to gain access to any portion of the Premises in an emergency. In such case, City shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property except damage resulting directly and exclusively from the active negligence or willful misconduct of City, its Agents or Invitees and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or any eviction, actual or constructive, of Licensee from the Premises or any portion thereof.

### **21.3 City's Liability**

City shall not be liable in any manner, and Licensee hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry onto the Premises, except damage resulting directly and exclusively from the active negligence or willful misconduct of City, its Agents or Invitees and not contributed to by the active negligence of the Licensee, its Agents or Invitees.

#### **21.4 Minimize Disruption**

City shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section 21 in a manner that, to the extent practicable, will minimize any disruption to Licensee's use hereunder.

#### **22. RULES AND REGULATIONS**

Upon reasonable advance notice and delivery of a written copy, Licensee shall faithfully comply with any and all reasonable rules, regulations and instructions, written which may be established during the Term by City with respect to use of any part of the Building. See **Exhibit B** attached hereto, Building Access Rules.

Notwithstanding the previous paragraph, if City enacts or revises rule, regulation and/or instruction that has a materially adverse impact on Licensee and City does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Licensee, then Licensee may elect to terminate this Agreement on 30 days' notice to City, given not later than 90 days after Licensee first learns of the revision to the at-issue rule, regulation or instruction. In the event of a termination by Licensee under this Section, the Equipment Removal Fees detailed in Section 5 above may apply.

#### **23. SECURITY DEPOSIT**

Licensee shall deposit with City the sum of Five Thousand Dollars (\$5,000.00) (the "Security Deposit"), by performance bond. Licensee agrees that City may (but shall not be required to) apply the Security Deposit in whole or in part to remedy any damage to the Premises caused by Licensee, its Agents or Invitees, or any failure of Licensee to perform any other terms, covenants or conditions contained herein (including, but not limited to, the payment of Rent or other sum due hereunder either before or after a default), without waiving any of City's other rights and remedies hereunder or at law or in equity and without any obligation. Licensee waives the provisions of Section 1950.7 of the California Civil Code or any similar law, statute or ordinance now or hereafter in effect and agrees that Landlord may retain any portion of Security Deposit reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Licensee, its Agents or Invitees. Without limiting the foregoing, Licensee understands and agrees that City may apply some or all of the Security Deposit to the payment of future Rent following a Licensee default.

Should City use any portion of the Security Deposit to cure any default by Licensee hereunder, Licensee shall immediately replenish the Security Deposit to the original amount. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City shall not be required to keep the Security Deposit separate from its general funds, and Licensee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Licensee under any provision of this Lease.

#### **24. SURRENDER OF PREMISES**

Upon the "Expiration Date" (the last day of a Term) or upon 90 days' advance written notice for notice other termination of this Lease, Licensee shall peaceably quit and vacate the Premises, leave the Premises in good order and condition, normal wear and tear excepted, free of debris and hazards, after having made the last necessary repair required by Licensee under this Section (and damage caused by casualty or condemnation excepted). Upon the Expiration Date or other termination of this License, Licensee shall remove all of Licensee's System and



Equipment ("Property") as provided in Section 8.2 (Title to and Removal of Licensee Improvements), and repair any damage resulting from the removal. Licensee's obligations under this Section shall survive the Expiration Date or other termination of this License. Any items of Licensee's Property which shall remain in the Premises after the Expiration Date of this License may, at the option of City, be deemed abandoned and in such case may be disposed of by City in accordance with Civil Code Section 1980 et seq. or any other manner allowed by law.

## **25. HAZARDOUS MATERIALS**

### **25.1 Definitions**

As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Investigate and Remediate" shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Property or that has been, is being or threatens to be Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

(d) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Building, or in, on, under or about the Property or the environment.

### **25.2 Hazardous Materials in Premises**

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on or about the Premises or any other part of the Property, or transported to or from the Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine cleaning and maintenance of Licensee's Equipment which are customarily used for routine cleaning and maintenance of such equipment and so long as all such materials are handled and used in compliance with Environmental Laws. Licensee shall immediately notify City if and when Licensee learns or has reason to believe there has been any Release of Hazardous Material on or about the Premises or the Building.

To the best of City's knowledge, Building 25 is a suitable and safe working environment. In its normal daily operations at the Building, AT&T does not handle, remove or dispose of

Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment.

### **25.3 Licensee's Environmental Indemnity**

If Licensee breaches any of its obligations contained in this Section, or if any act, omission or negligence of Licensee or any of its Agents or Invitees results in any contamination of the Premises or any other part of the Property or in a Release of Hazardous Material from, on, about, in, or beneath any part of the Premises or the Property or the violation of any Environmental Law, then in any such event Licensee, on behalf of itself and its successors and assigns, shall Indemnify City, its Agents and Invitees, and their respective successors and assigns, and each of them, from and against any and all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) arising during or after the Term of this Lease relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release was caused by the active negligence or willful misconduct of City or its Agents. The foregoing Indemnity includes, without limitation, costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the Premises or the Property by Licensee or any of its Agents or Invitees and to restore the Property to its condition prior to Licensee's introduction of such Hazardous Material or the correction of any violation of Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. Without limiting the foregoing, if Licensee or any of its Agents or Invitees cause the Release of any Hazardous Material on, about, in, or beneath the Premises or Property, then in any such event Licensee shall, immediately, at no expense to City, take any and all necessary actions to return the Premises or the Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the active negligence of City or its Agents. Licensee shall afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

## **26. SPECIAL PROVISIONS**

### **26.1 Licensee's Right to Terminate**

In the event Licensee loses any permits or approvals necessary to operate a System and its equipment due to reasons other than its failure to comply with the conditions of the permit and in spite of reasonable efforts by Licensee to maintain its permits, Licensee may terminate this License with ninety (90) days' prior written notice to City.

### **26.2 City's Protection Against Interference**

So long as Licensee is not in default hereunder, after the Commencement Date City shall not grant a lease or license for the Building if such use would materially adversely interfere with Licensee's normal operation of the System. Any such future lease or license of the Building or Premises to a third party that permits the installation of communication equipment shall be conditioned upon such other tenant or licensee not causing measurable interference which materially impairs Licensee's ability to utilize the Premises for its intended purpose.

### **26.3 Licensee's Protection Against Interference**

Licensee will not permit its equipment or use of the Premises to cause interference with or impairment of City's 911 Public Communications Safety System or Citywide 800 MHz Radio System or other communication or computer equipment used by City or any of its Agents or other Licensees on the Property. Licensee will not use the Premises or its equipment located on the Premises in any way which interferes with any existing use of the Building prior to this License or any future use of the Building by City or its successors except as specifically set forth in Section 26.2 (City's Protection Against Interference) (including, without limitation, City's use of the Building as a hospital and trauma center with related radio, telephone and other communications transmission and reception), and such interference shall be deemed a material breach of this License by Licensee, which shall, upon notice from City, be responsible for terminating such interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, City shall have the right to bring action to enjoin such interference or to terminate this License immediately upon notice, at City's election. If any change in the nature of City's use of the Building during the Term results in measurable interference which materially impairs Licensee's normal operation of its equipment located on the Premises and, as a result of such interference, it is necessary to alter the Licensee System or Licensee's Equipment located on the Premises, Licensee shall notify City of such interference, which notice shall include a detailed description of the necessary Alterations and a cost estimate therefor. Upon receipt of such notice, City shall have the right to terminate this License upon thirty (30) days' prior written notice to Licensee. If City elects not to terminate this License, Licensee may, at its election, either (i) make the Alterations described in such notice, in compliance with Section 8.1 (Licensee's Alterations) of this License, or (ii) terminate this License upon ninety (90) days' prior written notice to City.

## **27. GENERAL PROVISIONS**

### **27.1 Default**

If either Party fails to perform or observe any material term or condition of this Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement. No such failure, however, will be deemed to exist if a Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

If a Party is in default of this Agreement, then the other Party may terminate this Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates the Agreement under this Section 27, it will also have the immediate right to shut down any and all Systems and, during the Initial Term, collect from City any applicable equipment removal costs fees as defined in Section 5 (Fees) above.

### **27.2 No Implied Waiver**

No failure by either party to insist upon the strict performance of any obligation of the other under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, shall constitute a waiver of such breach. No express written waiver by either party of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof by either party shall not be deemed to be a waiver of a subsequent default or performance. The consent of City given

in any instance under the terms of this License shall not relieve Licensee of any obligation to secure the consent of City in any other or future instance under the terms of this License.

### **27.3 Amendments**

Neither this License nor any term or provisions hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by both Parties hereto.

### **27.4 Authority**

If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties.

### **27.5 Interpretation of License**

The words "City" "Licensor" and "Licensee" as used herein shall include the plural as well as the singular. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors, subcontractors and representatives of such party, and the term "Invitees" when used with respect to either party shall include the clients, customers, invitees, guests, licensees, assignees of such party. As used herein, the term "Affiliate" of Licensor means any entity that controls, is controlled by, or is under common control with Licensee" The captions preceding the articles and sections of this License have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Lease. This License has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Provisions in this License relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through City's (Director of Property or other appropriate officer) unless otherwise provided in this License, by City's Charter or City Ordinance.

### **27.6 Successors and Assigns**

The terms, covenants and conditions contained in this License shall bind and inure to the benefit of City and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon the sale, assignment or transfer by City named herein (or by any subsequent landlord) of its interest in the Building as owner or lessee, including any transfer by operation of law, City (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this License subsequent to such sale, assignment or transfer.

### **27.7 Severability**

If any provision of this License or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby; and to each provision of this License shall be valid

and be enforced to the full extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

### **27.8 Governing Law**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California and the City's Charter. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

### **27.9 Entire Agreement**

This instrument, including the exhibits hereto, which are made a part of this License, contains the entire agreement between the Parties and all prior written or oral negotiations, understandings and agreements are merged herein. The Parties further intend that this License shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this License. Both Parties hereby acknowledge that the other Party including the other Party's Agents have made any representations or warranties with respect to the Premises, the Building or this License except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by either Party by implication or otherwise unless expressly set forth herein.

### **27.10 Attorneys' Fee**

Omitted by agreement of the Parties.

### **27.11 Holding Over**

Any holding over without City's consent shall constitute a default by Licensee and entitle City to exercise any or all of its remedies as provided herein and under applicable law.

### **27.12 Time of Essence**

Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

### **27.13 Cumulative Remedies**

All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

### **27.14 Survival of Indemnities**

Termination of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, nor shall it affect any provision of this License that expressly states it shall survive termination hereof.

### **27.15 Recording**

Licensee agrees that it shall not record this License nor any memorandum or short form hereof in the Official Records of the City and County of San Francisco.

#### **27.16 Non-Liability of City Officials, Employees and Agents**

No elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of City under this Agreement.

#### **27.17 Wages and Working Conditions**

To the extent applicable to any installation, construction or improvement work or alterations, if any, any employee performing services for Licensee shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Licensee shall include in any contract for construction of such Licensee Improvements and Alterations a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Licensee shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of such Licensee Improvement Work or any Alterations to the Premises.

#### **27.18 Non-Discrimination in City Contracts and Benefits Ordinance**

##### **(a) Covenant Not to Discriminate**

In the performance of this License, Licensee agrees not to discriminate against any employee of, any City employee working with Licensee, or applicant for employment with Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Licensee further acknowledges that the Americans with Disabilities Act requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Subject to Section 11.1 (Compliance with Laws) hereof, Licensee acknowledges its obligation to comply with such Act and any other federal, state or local disability rights legislation. Licensee warrants that it will fulfill that obligation. Licensee also warrants that it will not discriminate against disabled persons in the provision of services, benefits or activities.

##### **(b) Contracts and Subcontracts**

Licensee shall include in all contracts relating to its use of and System on the Premises a non-discrimination clause applicable to such contractor in substantially the form of Subsection (a) above. In addition, Licensee shall incorporate by reference in all contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all contractors and subcontractors to comply with such provisions. Licensee's failure to comply with the obligations in this Subsection shall constitute a material breach of this License.

**(c) Non-Discrimination in Benefits**

Licensee does not as of the date of this License and will not during the term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**(d) HRC Form**

As a condition to this License, Licensee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission. Licensee hereby represents that prior to execution of this License, (i) Licensee executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

**(e) Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for a License of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Licensee shall comply fully with and be bound by all of the provisions that apply to this License under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Licensee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

**27.19 Requiring Health Benefits for Covered Employees**

Unless exempt, Licensee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this License as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this License shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Licensee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Licensee is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (a) above.

(c) Licensee's failure to comply with the HCAO shall constitute a material breach of this License. City shall notify Licensee if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this License for violating the HCAO, Licensee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Licensee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by Licensee shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Licensee shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Licensee shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Licensee based on the Subcontractor's failure to comply, provided that City has first provided Licensee with notice and an opportunity to obtain a cure of the violation.

(e) Licensee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Licensee's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Licensee shall keep itself informed of the current requirements of the HCAO.

(h) Licensee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and SubLicensees, as applicable.

(i) Licensee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five (5) business days to respond.

(j) City may conduct random audits of Licensee to ascertain its compliance with HCAO. Licensee agrees to cooperate with City when it conducts such audits.

(k) If Licensee is exempt from the HCAO when this License is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000), but Licensee later enters into an agreement or agreements that cause Licensee's aggregate amount of all agreements with City to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Licensee and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

#### **27.20 MacBride Principles - Northern Ireland**

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms



that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

#### **27.21 Drug-Free Workplace**

Licensee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Licensee agrees that any violation of this prohibition by Licensee, its employees, agents or assigns shall be deemed a material breach of this License.

#### **27.22 Tropical Hardwood and Virgin Redwood Ban**

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product, virgin redwood or virgin redwood wood product except as expressly provided by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

#### **27.23 Pesticide Prohibition**

Licensee agrees not to use any pesticides on or near the Premises or in the Building.

#### **27.24 Prohibition of Tobacco Sales and Advertising**

Licensee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

#### **27.25 Preservative-Treated Wood Containing Arsenic**

Omitted by agreement of the Parties.

#### **27.26 Conflicts of Interest**

Through its execution of this License, Licensee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Licensee becomes aware of any such fact during the term of this License, Licensee shall immediately notify the City.

#### **27.27 Notification of Limitations on Contributions**

Through its execution of this License, Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the

individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Licensee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Licensee's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee. Additionally, Licensee acknowledges that Licensee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Licensee further agrees to provide to City the names of each person, entity or committee described above.

#### **27.28 Sunshine Ordinance**

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, Licenses, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, License, agreement or other benefit until and unless that person or organization is awarded the contract, License, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

#### **27.29 Counterparts**

This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

#### **27.30 Cooperative Drafting**

This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the License reviewed and revised by legal counsel. No party shall be considered the drafter of this License, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this License.

**27.31 Force Majeure.**

Neither Party will be liable to the other Party for any failure of performance, where such failure of performance could not have been avoided by the Party's exercise of reasonable care and diligence due to any of the following causes that are beyond that Party's reasonable control: including Acts of God, fire, explosion, vandalism, terrorism, storm, national emergencies declared by the President of the United States of America, insurrections, riots, wars, strikes, supplier failures, breaches by the other Party.

**27.32 No Third Party Beneficiaries.**

This Agreement is for the benefit of City and Licensee, and does not provide any third party the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

[SIGNATURES ON FOLLOWING PAGE]

City and Licensee have executed this License as of the date first written above.

LICENSEE:

AT&T MOBILITY NATIONAL ACCOUNTS,  
LLC

Jack Wildermuth

By: Jack Wildermuth

Its: Senior Contract Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property

APPROVED AS TO FORM:

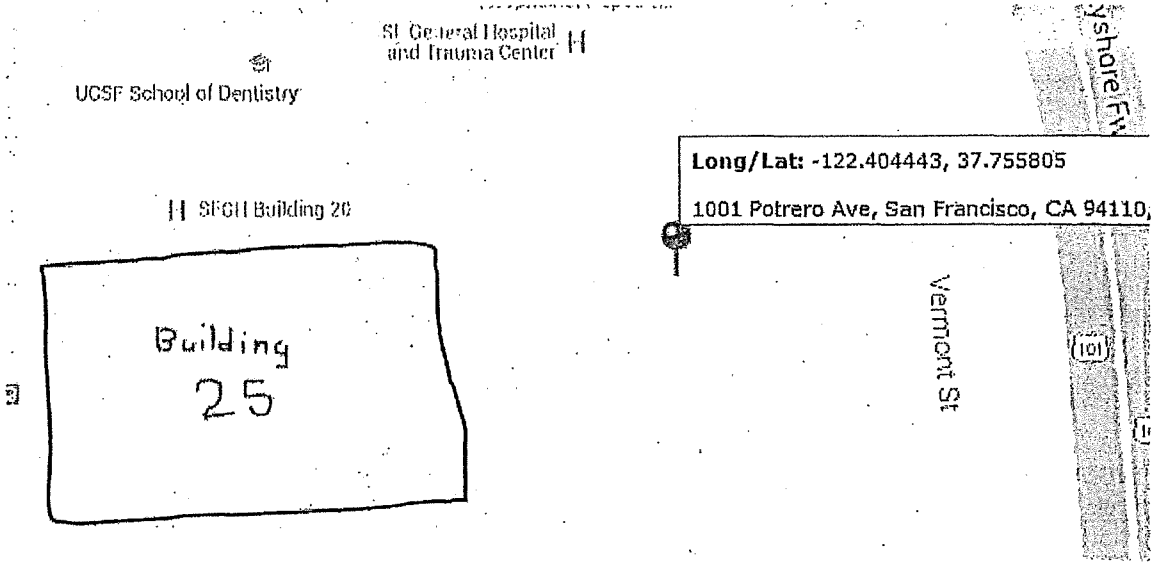
DENNIS J. HERRERA  
City Attorney

By: Virginia Dario Elizondo  
Virginia Dario Elizondo  
Deputy City Attorney

**EXHIBIT A**

**PREMISES**

**Premises**



**1001 Potrero Avenue (Building 25) San Francisco CA 94110**

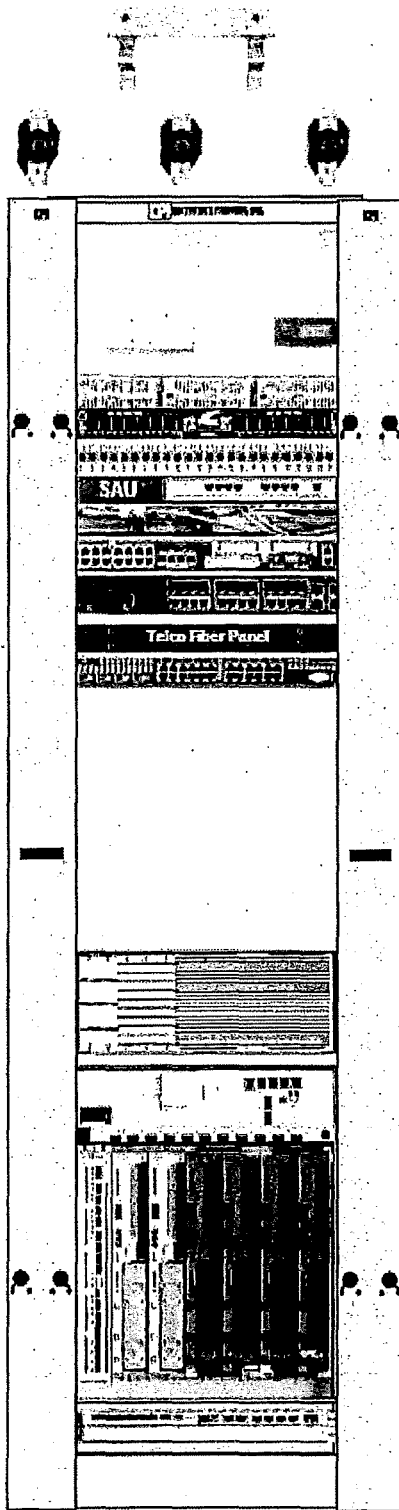
**AT&T Base Station (BTS) to be located in Building 25, MPOE BB111, Room HB380  
Customer/Licenser Owned And Maintained (COAM) DAS**

Site ID: CCU1859 / CCL01859. USID: 170259

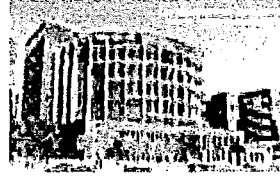
**Building 25: LAT/LONG for BTS: 37.755584 / -122.405747**

**EXHIBIT A-1**

**AT&T BASE STATION AND RELATED TRANSMISSION EQUIPMENT**



**SFGH**



Customer to provide AT&T:  
(3) 208 Volt, 20 Amp L-6 twist lock  
receptacles at or near the customer  
provided AT&T rack. Building  
ground or main ground bar within  
the MPOE.

GPS pathway from MPOE to roof  
top location. Typical (1/2") coax  
format and 2" roof penetration.

## **Exhibit B**

### **Zuckerberg San Francisco General Hospital and Trauma Center**

#### **Access for Telecommunications Equipment Installation and Maintenance**

1. Telecommunication company staff (Vendor) access to ZSFG buildings requires check in at the power plant located off of 22nd St., east of Potrero Ave.
2. No equipment can be added without prior approval from both ZSFG IT and Facilities departments.
3. Vendors must notify Chief Engineer of any known safety concerns prior to obtaining approval of equipment (i.e., transmitting signal hazards).
4. Notice: 48 hour minimum notice to ZSFG Facilities Department is required prior to vendor/consultant/subcontractor access to any ZSFG campus building for standard install, maintenance, removal, replacement and certain Modifications. Repairs for emergencies may reasonably need access sooner than 48 hours.
5. ZSFG reserves the right to secure power to any equipment if deemed necessary.
6. Vendors must carry an official company ID to identify themselves and wear a ZSFG Facilities ID badge to gain access to the building.
7. Vendors will be required to sign a ZSFG campus orientation sheet which informs them of safety protocols.
8. No free parking is provided.

**ZSFGH – AT&T MOBILITY NATIONAL ACCOUNTS, LLC – License for Building 25, DAS Participation**

Preliminary Information Request  
Budget and Finance Committee Meeting Preparation

**1. Attached via email**

- a. Proposed Resolution
- b. Proposed License
- c. Health Commission Resolution (passed)

**2. License summary:**

	Existing Lease Terms	New License Terms
License Period	N/A	Five Years ~January 1, 2018 – December 31, 2023
Size of property	N/A	AT&T Base Station and Related Transmission Equipment (GPS pathway from MPOE to roof – coax format; 3-208V 20AMP L-6 twist lock receptacles at or near AT&T rack)
Options to extend the lease	N/A	One Year Automatic Extensions with either party able to give 90 days notice not to extend; at fair market rent
Base rent paid by tenant	N/A	\$5,000.00 per month (\$60,000 per yr.) to be waived during term and AT&T's participation in DAS
Annual rent adjustments to base rent	N/A	Three percent per year
Tenant Improvement Allowance	N/A	None. No improvements required
Utilities and services	N/A	City to pay for utilities during Term and thereafter so long as Licensee participates in DAS; otherwise, \$3,708 per year subject to three percent annual increase

Note: As constructed, ZSFGH Building 25 is not conducive to receipt of paging/cellular coverage within the middle, basement or confined areas of the building. In response, the City installed a "Distributed Antenna System" ("DAS") within Building 25 (a series of repeaters that transmit and create better coverage within the building) and companies, such as AT&T, Verizon, Sprint and T-Mobile were invited to join into the system in order to provide coverage for their clients in the building, some of which include doctors, medical staff, patients and visitors. Licensee is supplying its own equipment and racks to connect/participate (and remains responsible for their own equipment) in the system.



3. **City as Lessee:** N/A

4. **Options & Renewal Terms:** Base Rent prior to the start of any Option Year term after adjusting for annual Base Rent escalations – subject to annual escalation of three percent.

5. **Tenant Improvements:** N/A – No Tenant Improvements required. Licensee to supply own equipment and hook up into the DAS.

6. **Unusual Provisions/Restrictions:**

AT&T objected to the use of a lease agreement, since it believes it is not technically leasing anything, rather putting equipment into the building as a service to the City. So the parties agreed to use of a license in lieu of a lease agreement. Under the City's Administrative Code, the term lease includes licenses.

During the Term, so long as Licensee participates in the DAS which allows for cell coverage within Building 25 to the staff, patients and visitors therein, an in consideration of, the benefit of such coverage to both the City and Building 25 users – which is necessary within Building 25 and to the Department of Public Health, and its doctors, nurses, other medical staff, patients and visitors – Licensee is exempt from payment of rent and utilities.

During and after the Term, should the hospital cease being used as a hospital, AT&T attempts another or expand its use (extend coverage outside Building 25), or fail to participate in the DAS, and leaves its equipment, AT&T must pay rent and utilities.

7. **Programmatic Purposes:** City invited cellular companies to participate because cell coverage within Building 25 is weak to non-existent and City desires coverage for all doctors, medical staff, patients and visitors both daily and in emergencies. Participation is open to both paging companies and cellular companies (such as AT&T, Verizon, T-Mobile, Sprint). T-Mobile is already in Building 25, Verizon is signing an agreement and Sprint choose not to participate.

8. **Fair Market Value Comparison:** AT&T is providing its own equipment and personnel to install and connect to the DAS. It does not have any antenna or other equipment on the roof or other rooms in the building. A minimum charge of \$5,000 was what the City charges at other locations for one antenna within the City when the parties agreed to the fee structure and the City when negotiations started over two years ago. The benefit of having cellular coverage for all persons within building daily and during emergencies is greater than waiver of rent and utilities.

**Health Commission  
City and County of San Francisco  
Resolution No. 16-13**

**RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE LEASE AGREEMENTS FOR THE INSTALLATION OF NECESSARY EQUIPMENT FOR PAGING AND CELLULAR SERVICES AT ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL AND TRAUMA CENTER.**

WHEREAS, the Department of Public Health (DPH), the Zuckerberg San Francisco General Hospital and Trauma Center (ZSFG), and their respective doctors, nurses, and staff, rely upon the paging and cellular services for daily and emergency communications at ZSFG and around the City; and

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

WHEREAS, limited paging and cellular services could pose a major safety or health concern if doctors, nurses, staff or patients/visitors are unable to communicate, especially during times of emergencies; and

WHEREAS, to provide sufficient reception, cellular and paging service providers must install additional antennae, boosters, and other equipment on or in Building 25; and

WHEREAS, lease agreements with the City will be required to allow cellular and paging services companies to install this needed equipment in or on Building 25; and

WHEREAS, the Real Estate Division, on behalf of DPH, is negotiating lease agreements with the appropriate vendors for the installation of necessary equipment paging and cellular services at ZSFG; and

BE IT RESOLVED, that the Health Commission recommends that the Board of Supervisors approve leases negotiated by the Real Estate Division, on behalf of DPH, to allow the installation of the necessary equipment on Building 25 at ZSFG to ensure adequate paging and cellular services.

I hereby certify that the San Francisco Health Commission adopted this resolution at its meeting of December 6, 2016.

  
\_\_\_\_\_  
Mark Morewitz, MSW  
Health Commission Executive Secretary



# SAN FRANCISCO PLANNING DEPARTMENT

## CEQA Categorical Exemption Determination

### PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)	
1101 Potrero Ave		4154/001	
Case No.	Permit No.	Plans Dated	
2016-010378GPR		N/A	
<input checked="" type="checkbox"/> Addition/ Alteration	<input type="checkbox"/> Demolition (requires HREER if over 45 years old)	<input type="checkbox"/> New Construction	<input type="checkbox"/> Project Modification (GO TO STEP 7)
Project description for Planning Department approval.			
Lease space in the Zuckerberg San Francisco General Hospital and Trauma Center, Building 25, within the building's distributed antenna system ("DAS") for installation of communications facilities. Install facilities within the existing basement and penthouse. Install three 10-foot-tall antennas on the roof.			

### STEP 1: EXEMPTION CLASS TO BE COMPLETED BY PROJECT PLANNER

<b>*Note: If neither class applies, an <i>Environmental Evaluation Application</i> is required.*</b>	
<input checked="" type="checkbox"/>	<b>Class 1 – Existing Facilities.</b> Interior and exterior alterations; additions under 10,000 sq. ft.
<input checked="" type="checkbox"/>	<b>Class 3 – New Construction/ Conversion of Small Structures.</b> Up to three (3) new single-family residences or six (6) dwelling units in one building; commercial/office structures; utility extensions.; ; change of use under 10,000 sq. ft. if principally permitted or with a CU. Change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/>	Class__

### STEP 2: CEQA IMPACTS TO BE COMPLETED BY PROJECT PLANNER

<b>If any box is checked below, an <i>Environmental Evaluation Application</i> is required.</b>	
<input type="checkbox"/>	<b>Air Quality:</b> Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks)? <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Article 38 program and the project would not have the potential to emit substantial pollutant concentrations. (refer to EP_AreMap &gt; CEQA Catex Determination Layers &gt; Air Pollutant Exposure Zone)</i>
<input type="checkbox"/>	<b>Hazardous Materials:</b> If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential? If yes, this box must be checked and the project applicant must submit an Environmental Application with a Phase I Environmental Site Assessment. <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the</i>

	<i>Maier program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap &gt; Maier layer).</i>
<input type="checkbox"/>	<b>Transportation:</b> Does the project create six (6) or more net new parking spaces or residential units? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
<input type="checkbox"/>	<b>Archeological Resources:</b> Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non-archeological sensitive area? (refer to EP_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area)
<input type="checkbox"/>	<b>Subdivision/Lot Line Adjustment:</b> Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography)
<input type="checkbox"/>	<b>Slope = or &gt; 20%:</b> Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography) If box is checked, a geotechnical report is required.
<input type="checkbox"/>	<b>Seismic: Landslide Zone:</b> Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report is required.
<input type="checkbox"/>	<b>Seismic: Liquefaction Zone:</b> Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report will likely be required.
<b>If no boxes are checked above, GO TO STEP 3. If one or more boxes are checked above, an <i>Environmental Evaluation Application</i> is required, unless reviewed by an Environmental Planner.</b>	
<input checked="" type="checkbox"/>	Project can proceed with categorical exemption review. The project does not trigger any of the CEQA impacts listed above.
Comments and Planner Signature (optional): Jean Poling	

Digitally signed by Jean Poling  
DN: cn=Jean Poling, o=San Francisco Planning Department, ou=Environmental Planning, email=jean.poling@sfdph.org, c=US  
Date: 2016.11.10 11:47:00 -0800

**STEP 3: PROPERTY STATUS – HISTORIC RESOURCE  
TO BE COMPLETED BY PROJECT PLANNER**

<b>PROPERTY IS ONE OF THE FOLLOWING: (refer to Parcel Information Map)</b>	
<input checked="" type="checkbox"/>	<b>Category A: Known Historical Resource. GO TO STEP 5.</b>
<input type="checkbox"/>	<b>Category B: Potential Historical Resource (over 45 years of age). GO TO STEP 4.</b>
<input type="checkbox"/>	<b>Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age). GO TO STEP 6.</b>

**STEP 4: PROPOSED WORK CHECKLIST  
TO BE COMPLETED BY PROJECT PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Change of use and new construction. Tenant improvements not included.
<input type="checkbox"/>	2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. Window replacement that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
<b>Note: Project Planner must check box below before proceeding.</b>	
<input type="checkbox"/>	Project is not listed. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project does not conform to the scopes of work. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves four or more work descriptions. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves less than four work descriptions. <b>GO TO STEP 6.</b>

**STEP 5: CEQA IMPACTS – ADVANCED HISTORICAL REVIEW  
TO BE COMPLETED BY PRESERVATION PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	2. Interior alterations to publicly accessible spaces.
<input type="checkbox"/>	3. Window replacement of original/historic windows that are not "in-kind" but are consistent with existing historic character.
<input type="checkbox"/>	4. Façade/storefront alterations that do not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	5. Raising the building in a manner that does not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	6. Restoration based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
<input type="checkbox"/>	7. Addition(s), including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior's Standards for Rehabilitation</i> .
<input checked="" type="checkbox"/>	8. Other work consistent with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties</i> (specify or add comments):

<input type="checkbox"/>	<p>9. Other work that would not materially impair a historic district (specify or add comments):</p> <p><i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i> _____</p>
<input type="checkbox"/>	<p>10. Reclassification of property status. <i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i></p> <p><input type="checkbox"/> Reclassify to Category A      <input type="checkbox"/> Reclassify to Category C</p> <p>a. Per HRRER dated: _____ <i>(attach HRRER)</i></p> <p>b. Other <i>(specify)</i>:</p>
<p><b>Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.</b></p>	
<input type="checkbox"/>	<p>Further environmental review required. Based on the information provided, the project requires an <i>Environmental Evaluation Application</i> to be submitted. <b>GO TO STEP 6.</b></p>
<input checked="" type="checkbox"/>	<p>Project can proceed with categorical exemption review. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. <b>GO TO STEP 6.</b></p>
<p><b>Comments (optional):</b></p> <p>Proposed antennas to be located on top of the recently constructed hospital and setback from the face of the building (minimally visible from the street).</p>	
<p>Preservation Planner Signature: <i>Jean Poling</i></p>	

**STEP 6: CATEGORICAL EXEMPTION DETERMINATION  
TO BE COMPLETED BY PROJECT PLANNER**

<input type="checkbox"/>	<p>Further environmental review required. Proposed project does not meet scopes of work in either <i>(check all that apply)</i>:</p> <p><input type="checkbox"/> Step 2 – CEQA Impacts</p> <p><input type="checkbox"/> Step 5 – Advanced Historical Review</p> <p><b>STOP! Must file an <i>Environmental Evaluation Application</i>.</b></p>	
<input checked="" type="checkbox"/>	<p>No further environmental review is required. The project is categorically exempt under CEQA.</p>	
	<p>Planner Name:</p> <hr/> <p>Project Approval Action:</p> <p>Board of Supervisors approves lease</p> <p><small>If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.</small></p>	<p>Signature:</p> <p><b>Jean Poling</b></p> <p>Digitally signed by Jean Poling Date: 2016.08.24 15:52:35 -07'00'</p>
<p><small>Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action.</small></p>		

**STEP 7: MODIFICATION OF A CEQA EXEMPT PROJECT  
TO BE COMPLETED BY PROJECT PLANNER**

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

**PROPERTY INFORMATION/PROJECT DESCRIPTION**

Project Address (If different than front page)		Block/Lot(s) (If different than front page)
Case No.	Previous Building Permit No.	New Building Permit No.
Plans Dated	Previous Approval Action	New Approval Action
Modified Project Description:		

**DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION**

Compared to the approved project, would the modified project:	
<input type="checkbox"/>	Result in expansion of the building envelope, as defined in the Planning Code;
<input type="checkbox"/>	Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
<input type="checkbox"/>	Result in demolition as defined under Planning Code Section 317 or 19005(f)?
<input type="checkbox"/>	Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption?
If at least one of the above boxes is checked, further environmental review is required. <b>LATEX FORM</b>	

**DETERMINATION OF NO SUBSTANTIAL MODIFICATION**

<input type="checkbox"/>	The proposed modification would not result in any of the above changes.
If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice.	
Planner Name:	Signature or Stamp:



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City and County of San Francisco  
REAL ESTATE DIVISION

John Updike

Director of Real Estate

Edwin M. Lee, Mayor  
Naomi M. Kelly, City Administrator

November 13, 2017

Through City Administrator Naomi Kelly

Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Carlton B. Goodlett Place  
San Francisco, CA 94102

Subject: Telecom License with AT&T at ZSFGH - DAS

Dear Board Members:

Attached for your consideration is a Resolution approving and authorizing the license of a portion of Building 25, the new Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFGH"), located at 1001 Potrero Avenue, San Francisco, which allows the proposed licensee AT&T Mobility National Accounts LLC ("AT&T"), to participate in Building 25's DAS (a multi-carrier cellular, paging and public safety radio "Distributed Antenna System") and to install and operate equipment for its cellular telecommunications system for use by City employees and staff, including the doctors and staff at ZSFGH, and the patients, visitors and vendors at ZSFGH.

**Background**

The Department of Public Health ("DPH"), emergency services (such as SFFD, SFPD and SFSD) and the doctors, nurses, patients and visitors of the new Zuckerberg San Francisco General Hospital and Trauma Center ("ZSFGH"), aka Building 25 at the campus, require strong paging and cellular services for daily and emergency communications. Building 25 was constructed with materials that hinder radio and cellular signals from reaching essential portions of the building for daily operation (such as the basement surgical areas, stairwells, building mechanical rooms and restrooms) and in emergencies (such as crawl spaces, sub-basement areas, and moat area, a requirement for First Responders).

To resolve the issue, DPH installed a Distributed Antenna System (DAS) which enhances coverage inside the building through a series of "in-building" antennas (repeaters) distributing the radio/cellular frequencies of the participants of the DAS throughout designated spaces within the building - - connecting service providers, such as AT&T, to clinicians, clients and care. The DAS supports a broad range of wireless services, cellular, public safety, first responder, two-way radios, and paging.

In light of the various cellular companies' services used by the City, DPH, UCSF, and individual doctors, nurses, other staff, patients, and other visitors at Building 25, DPH invited cellular companies to join the DAS to improve their coverage within the Building.



Should a prospective participant, such as AT&T (and T-Mobile which the Board approved its lease in September 2017), agree to participate in the DAS, it will be solely responsible for the expense of their equipment and its installation at Building 25. In consideration of the benefit of the enhanced coverage to the City, DPH, ZSFGH, and the patients, doctors, staff and visitors to ZSFGH, during the term of the License, rent and all service charges (for utilities and other services) will be waived. If and when Building 25 ceases to be used as a hospital facility or after the end of the 5-year Term, either the City or AT&T terminate the license with 90-days notice of intend not to renew for another year, the waiver ceases and should AT&T continue to participate in the DAS in Building 25 under a new or expanded use, it would have to pay rent and utilities per the agreement.

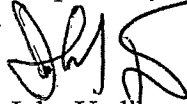
### Resolution

Specifically, the Resolution approves:

- (A) An initial term of five years commencing upon approval by the Board of Supervisors and Mayor;
- (B) After Term, automatic one-year extensions unless either City or AT&T gives 90-day notice of termination of license prior to extension year;
- (C) A base monthly rent of \$5,000, subject to annual adjustments of 3% (in both the initial and option terms);
- (D) The Licensee to pay for utilities and other services for a service charge of \$3,708.00 per year;
- (E) A waiver that the Licensee is exempt from payment of Base Rent and utilities and other services so long as the premises remain a hospital and trauma center, and the Licensee participates in the DAS providing enhanced cellular service to the doctors, staff, patients and visitors at Building 25 who subscribe to Licensee's wireless communications services; and
- (F) A finding that Competitive Bidding Procedures would be impractical in light of Department of Public Health's invitation to participate in the DAS from City to Licensee and other cellular companies, including T-Mobile, Sprint, Verizon, and AT&T.

The Department of Public Health and Real Estate recommend approval of the proposed Resolution. If you have any questions regarding the project or the license, please contact Vernie Roble of DPH at [Verwina.roble@sfdph.org](mailto:Verwina.roble@sfdph.org) or Claudia J. Gorham of Real Estate at 415.554.9871 or [Claudia.gorham@sfgov.org](mailto:Claudia.gorham@sfgov.org).

Respectfully,



John Updike  
Director of Property



**FORM SFEC-126:  
NOTIFICATION OF CONTRACT APPROVAL  
(S.F. Campaign and Governmental Conduct Code § 1.126)**

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: AT&T Mobility National Accounts, LLC, a Delaware limited liability company	
<p><i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i></p> <p>(1) Randall L. Stephenson; Matthew K. Rose; Samuel A. Di Piazza, Jr.; Richard W. Fisher; Scott T. Ford; Glen H. Hutchins; William E. Kennard; Michael B. McCallister; Beth E. Mooney; Joyce M. Roche; Cynthia B. Taylor; Laura D'Andrea Tyson; Geoffrey Y. Yang                  (2) CEO – Randall L. Stephenson; CFO – John J. Stephens; CCO - David S. Huntley                  (3) N/A                  (4) N/A                  (5) See attached report</p>	
Contractor address: AT&T, 675 West Peachtree Street NW, Suite 2756, Atlanta, Georgia 30308	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: Rent : \$5,000 per month (waived)
Describe the nature of the contract that was approved: License of rack space and related cabling for participation in DAS at Zuckerberg San Francisco General Hospital, Building 25, 1001 Potrero Ave, San Francisco, CA 94110	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

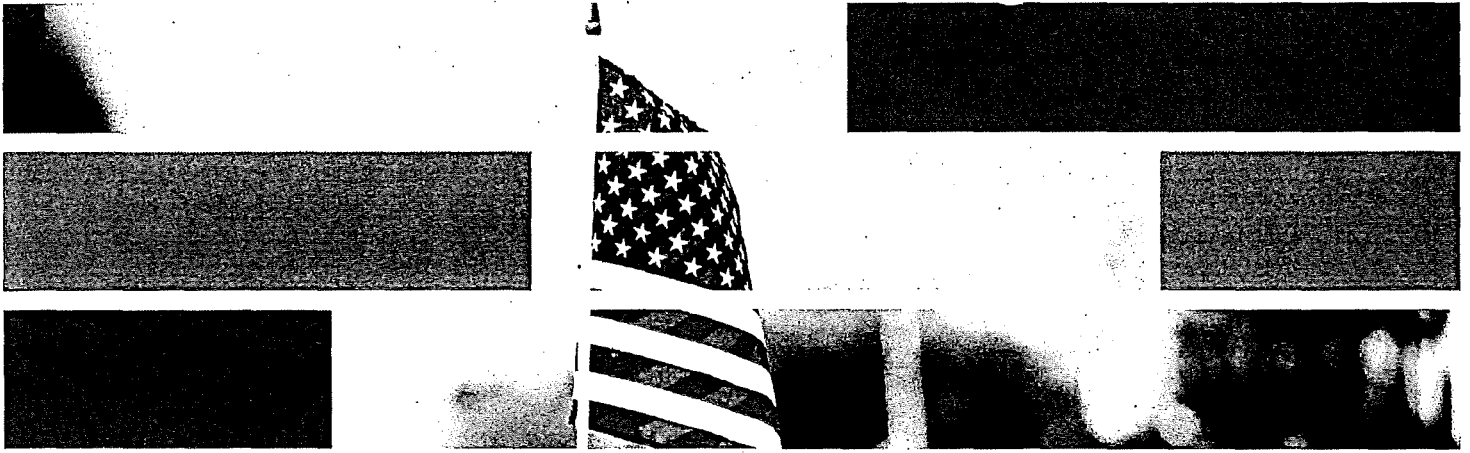
<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed



# **AT&T Political Engagement Report**

**January 2017 - June 2017**





## Corporate Governance & Board Oversight Policy

**AT&T values responsible corporate governance and participates in the political process in an effort to formulate policies that benefit consumers, shareholders and the communities in which we operate.**

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One of the many ways we encourage a dynamic public policy debate is by supporting a wide range of political candidates who are addressing the issues of greatest concern to the country. While we do not always agree with every position taken by political candidates and political organizations, we do provide support where they have significant positions that align with our company's core goals.

In making contributions, AT&T is guided by strong corporate governance principles and practices. We are committed to complying with laws and regulations governing the political process including campaign finance and disclosure rules. AT&T has established strict internal policies, processes and compliance measures to ensure adherence to legal and regulatory requirements.

AT&T complies with its internal political contributions and funding policy by using a mechanized system for requesting, evaluating, processing, and authorizing all political contributions. The mechanized system, which requires individual attention to each separate contribution request, also manages political

contribution budgets and spending levels. AT&T built the mechanized system to ensure every request for a political contribution is legally reviewed and approved by management in strict compliance with its internal policy and procedures for Corporate Political Contributions.

AT&T ensures compliance with its policies and procedures regarding political activities, contributions and lobbying through regular training and reviews, periodic internal audits and employee acknowledgments regarding compliance with AT&T's policies governing political activities.

### **Board of Directors Oversight**

The Public Policy and Corporate Reputation Committee of the Board of Directors is responsible for oversight of AT&T's public policy activities and corporate political fund disbursements, and it receives regular reports as to all contributions made by the Company.



## Corporate Governance & Board Oversight Policy

The Committee in turn provides a full report of these activities to the Board for its approval. Each year, the Public Policy and Corporate Reputation Committee recommends and the Board reviews and approves a maximum limit on the aggregate amount of political contributions that may be made, and authorizes only political contributions that are permitted by, and in strict compliance with, applicable law. The AT&T Political Contribution Statement is posted externally on AT&T's public website at <https://investors.att.com/corporate-governance/governance-documents>. AT&T complies with the law and does not make corporate political contributions to candidates for federal office.

As part of the Board's oversight of AT&T's public policy activities, the Public Policy and Corporate Reputation Committee reviews the federal, state and local lobbying expenditures on an annual basis.

Additional information on many of AT&T's public policy positions can be found in the issue briefs located in the company's Corporate Citizenship and Sustainability Report at <http://about.att.com/content/csr/home/sustainability-reporting.html>.

### Senior Leadership Approval

AT&T's Senior Executive Vice President - External and Legislative Affairs, who reports directly to the Chief Executive Officer, is responsible for overall management and participation in the political process. Support for candidates and organizations is based on corporate public policy.

Corporate political contributions are made without regard for the personal political preferences of AT&T's officers and executives. Further, no contributions are made in anticipation of, in recognition of, or in return for any act or favor. AT&T applies a robust authorization process for political expenditures. Except for contributions for ballot measures, no corporate political expenditure more than \$1,000 may be made unless approved by the Chief Executive Officer, Senior Executive Vice President - External & Legislative Affairs and Senior Executive Vice President & General Counsel. Each proposed political expenditure, regardless of amount, must be reviewed by AT&T's legal counsel to confirm that it is lawful from a state and federal law standpoint as applicable.



## Corporate Governance & Board Oversight Policy

### Political Activity and Lobbying

AT&T is committed to adhering to the highest ethical standards when engaging in any political activities. As such, AT&T complies with all federal and state laws and regulations for lobbying registrations and reporting. All lobbying registrations and expenditures reporting are done in strict compliance with these laws. AT&T files federal lobbying reports quarterly with the Office of the Clerk of the U.S. House of Representatives at <http://disclosures.house.gov/ld/ldsearch.aspx> and the Secretary of the U.S. Senate at <http://soprweb.senate.gov/index.cfm?event=selectfields>, pursuant to the federal Lobby Disclosure Act. To review the quarterly federal filings, visit the links above and select AT&T in the name search field.

Also, AT&T files state lobbying reports with the appropriate state governing agencies in compliance with the requirements in the respective state. These reports are publicly available in the respective jurisdictions and disclose the required lobbying information. AT&T companies, employees, and external lobbyists and firms register as lobbyists as required by applicable law to represent the company's interests.

### Contributions to Industry Associations and Coalitions

AT&T contributes to industry associations and coalitions such as the United States Telecom Association, CTIA-The Wireless Association, the Alliance for Telecommunications Industry Solutions, Satellite Broadcasting & Communications Association of America and other industry associations and coalitions that advocate on matters of importance to the industry on behalf of their members. AT&T has a rigorous approval process for contributions to industry associations and coalitions. Each proposed contribution must be in the best interests of the Company and our shareholders, and must be approved by the Senior Executive Vice President - External & Legislative Affairs and the Senior Executive Vice President & General Counsel or other senior leaders who receive guidance from AT&T's legal counsel. These contributions are discussed with the Public Policy and Corporate Reputation Committee on a regular basis, and both the Committee and full Board are provided with the full list of contributions and have an opportunity to provide guidance with respect to the Company's contributions. While we may not always agree with every position taken, AT&T supports organizations that have important public policy positions which are



## Corporate Governance & Board Oversight Policy

impactful to the industry. In addition, AT&T does review differing policy issues, and those are taken into consideration when determining annual membership.

### **Code of Business Conduct**

AT&T's Code of Business Conduct includes provisions regarding political activity and contributions that provide guiding principles and practical application for employees. AT&T's Code of Business Conduct is reviewed annually by all employees. As an example and as outlined in the AT&T Code of Business Conduct, employees are prohibited from offering favors or anything of monetary value, including gifts or loans, to employees and representatives of governmental entities, except as allowed by law under generally narrow circumstances.

AT&T encourages its employees' voluntary, personal participation in the political process,

whether by voting, volunteering time, contributing money to the candidates of their choice or holding public office. However, there are strict laws that apply to corporate involvement in the political process and it is important that employees' personal political activities are separate from their responsibilities to the Company. AT&T has a policy that instructs employees to maintain separation between their personal political activities and their activities on behalf of the Company. Employees are advised that personal political activities must never occur on Company time and no Company resources can be used.

It is the unequivocal policy of AT&T that no employee will be subject to any form of pressure, coercion or intimidation related to participation in political activities, nor shall any employee receive compensation or benefits for participating in personal political activities.



## PAC Contributions

AT&T's Employee Political Action Committees (PACs) are voluntary, non-partisan and provide AT&T management employees an opportunity to collectively support public policy positions that are important to AT&T.

AT&T has a long history of employee involvement in the political process through its AT&T Employee PACs. In all, there are 30 separate state employee PACs and one federal employee PAC. Each AT&T employee PAC has a chairman, officers, and a committee of employees that are engaged in PAC operations.

contributions that will be made, is comprised of management employees from various AT&T business units and management levels within the Company. Consideration of a contribution to a candidate is largely based on the candidate's position on issues of importance to AT&T's business and the technology, media and telecommunications industry.

Each employee PAC's Disbursement Committee, which determines the

### AT&T Federal PAC Contributions

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
Adams, Alma	US House of Representatives, NC	\$1,000
Aderholt, Robert	US House of Representatives, AL	\$5,000
Aguilar, Pete	US House of Representatives, CA	\$4,000
Arrington, Jodey	US House of Representatives, TX	\$3,000
Barr, Andy	US House of Representatives, KY	\$4,000
Barragan, Nanette	US House of Representatives, CA	\$2,000
Barrasso, John	US Senate, WY	\$2,500
Barton, Joe	US House of Representatives, TX	\$5,000
Bass, Karen	US House of Representatives, CA	\$1,000
Beatty, Joyce	US House of Representatives, OH	\$1,000
Bera, Ami	US House of Representatives, CA	\$1,000
Bergman, John	US House of Representatives, MI	\$3,000
Biggs, Andy	US House of Representatives, AZ	\$2,000

AT&T Federal PAC (Continued)

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
Bilirakis, Gus	US House of Representatives, FL	\$1,000
Bishop, Mike	US House of Representatives, MI	\$3,000
Bishop, Sanford	US House of Representatives, GA	\$1,500
Blackburn, Marsha	US House of Representatives, TN	\$5,000
Blunt Rochester, Lisa	US House of Representatives, DE	\$2,000
Blunt, Roy	US Senate, MO	\$2,000
Bost, Mike	US House of Representatives, IL	\$5,000
Boyle, Brendan	US House of Representatives, PA	\$1,000
Brady, Kevin	US House of Representatives, TX	\$5,000
Brady, Robert	US House of Representatives, PA	\$1,000
Brat, Dave	US House of Representatives, VA	\$1,000
Brooks, Susan	US House of Representatives, IN	\$5,000
Brownley, Julia	US House of Representatives, CA	\$1,000
Buchanan, Vern	US House of Representatives, FL	\$2,500
Bucshon, Larry	US House of Representatives, IN	\$5,000
Bustos, Cheri	US House of Representatives, IL	\$1,000
Butterfield, G. K.	US House of Representatives, NC	\$5,000
Byrne, Bradley	US House of Representatives, AL	\$1,000
Capito, Shelley Moore	US Senate, WV	\$3,000
Carbajal, Salud	US House of Representatives, CA	\$2,000
Cardenas, Tony	US House of Representatives, CA	\$5,000
Carper, Thomas	US Senate, DE	\$3,000
Carter, Buddy	US House of Representatives, GA	\$5,000
Carter, John	US House of Representatives, TX	\$3,000
Cartwright, Matt	US House of Representatives, PA	\$1,000
Casey, Bob	US Senate, PA	\$2,500
Castro, Joaquin	US House of Representatives, TX	\$2,000
Cheney, Elizabeth	US House of Representatives, WY	\$1,000
Chu, Judy	US House of Representatives, CA	\$5,000
Cicilline, David	US House of Representatives, RI	\$2,000
Clarke, Yvette	US House of Representatives, NY	\$2,000
Clay, William	US House of Representatives, MO	\$3,000
Clyburn, James	US House of Representatives, SC	\$5,000
Coffman, Mike	US House of Representatives, CO	\$1,000
Cohen, Stephen	US House of Representatives, TN	\$1,000
Cole, Thomas	US House of Representatives, OK	\$1,000
Collins, Christopher	US House of Representatives, NY	\$5,000
Collins, Doug	US House of Representatives, GA	\$1,000
Comstock, Barbara	US House of Representatives, VA	\$5,000
Connolly, Gerald	US House of Representatives, VA	\$2,000
Corker, Bob	US Senate, TN	\$6,000
Cornyn, John	US Senate, TX	\$2,000
Correa, J. Luis	US House of Representatives, CA	\$2,000
Costa, Jim	US House of Representatives, CA	\$4,000
Costello, Ryan	US House of Representatives, PA	\$5,000
Courtney, Joseph	US House of Representatives, CT	\$1,000

AT&T Federal PAC (Continued)

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
Cramer, Kevin	US House of Representatives, ND	\$10,000
Crist, Charles	US House of Representatives, FL	\$2,000
Crowley, Joseph	US House of Representatives, NY	\$5,000
Cuellar, Henry	US House of Representatives, TX	\$2,500
Culberson, John	US House of Representatives, TX	\$2,000
Cummings, Elijah	US House of Representatives, MD	\$2,000
Curbelo, Carlos	US House of Representatives, FL	\$5,000
Davis, Danny	US House of Representatives, IL	\$1,000
Davis, Rodney	US House of Representatives, IL	\$4,000
DeGette, Diana	US House of Representatives, CO	\$2,500
Delaney, John	US House of Representatives, MD	\$2,000
DeLauro, Rosa	US House of Representatives, CT	\$1,000
Demings, Val	US House of Representatives, FL	\$1,000
Dent, Charlie	US House of Representatives, PA	\$3,000
DeSantis, Ron	US House of Representatives, FL	\$1,500
DeSaulnier, Mark	US House of Representatives, CA	\$1,000
DesJarlais, Scott	US House of Representatives, TN	\$2,000
Deutch, Ted	US House of Representatives, FL	\$3,000
Diaz-Balart, Mario	US House of Representatives, FL	\$5,000
Dingell, Debbie	US House of Representatives, MI	\$3,000
Doggett, Lloyd	US House of Representatives, TX	\$2,000
Donnelly, Joseph	US Senate, IN	\$2,000
Duckworth, Tammy	US Senate, IL	\$1,000
Duffy, Sean	US House of Representatives, WI	\$2,500
Duncan, Jeff	US House of Representatives, SC	\$1,000
Emmer, Tom	US House of Representatives, MN	\$4,000
Engel, Eliot	US House of Representatives, NY	\$2,500
Espaillet, Adriano	US House of Representatives, NY	\$2,000
Estes, Ron	US House of Representatives, KS	\$5,000
Esty, Elizabeth	US House of Representatives, CT	\$1,000
Faso, John	US House of Representatives, NY	\$2,000
Feinstein, Dianne	US Senate, CA	\$2,500
Ferguson, Anderson	US House of Representatives, GA	\$2,000
Fitzpatrick, Brian	US House of Representatives, PA	\$2,000
Flake, Jeff	US Senate, AZ	\$2,000
Fleischmann, Chuck	US House of Representatives, TN	\$2,000
Flores, Bill	US House of Representatives, TX	\$1,000
Foster, Bill	US House of Representatives, IL	\$1,000
Foxx, Virginia	US House of Representatives, NC	\$2,000
Frankel, Lois	US House of Representatives, FL	\$1,500
Fudge, Marcia	US House of Representatives, OH	\$5,000
Gallagher, Michael	US House of Representatives, WI	\$3,000
Gallego, Ruben	US House of Representatives, AZ	\$4,000
Garamendi, John	US House of Representatives, CA	\$2,000
Gardner, Cory	US Senate, CO	\$3,000
Garrett, Thomas	US House of Representatives, VA	\$1,000

## AT&amp;T Federal PAC (Continued)

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
Gillespie, Ed	Governor, VA	\$10,000
Gomez, Jimmy	US House of Representatives, CA	\$3,000
Gonzalez, Vicente	US House of Representatives, TX	\$1,000
Goodlatte, Bob	US House of Representatives, VA	\$2,500
Gottheimer, Joshua	US House of Representatives, NJ	\$1,000
Gowdy, Trey	US House of Representatives, SC	\$2,000
Granger, Kay	US House of Representatives, TX	\$5,000
Graves, Samuel	US House of Representatives, MO	\$5,000
Graves, Tom	US House of Representatives, GA	\$2,500
Green, Alexander	US House of Representatives, TX	\$3,000
Green, Gene	US House of Representatives, TX	\$2,500
Griffith, H Morgan	US House of Representatives, VA	\$3,000
Grothman, Glenn	US House of Representatives, WI	\$2,500
Gutierrez, Luis	US House of Representatives, IL	\$5,000
Hanabusa, Colleen	US House of Representatives, HI	\$1,000
Handel, Karen	US House of Representatives, GA	\$5,000
Harper, Gregg	US House of Representatives, MS	\$5,000
Harris, Kamala	US Senate, CA	\$1,000
Hartzler, Vicky	US House of Representatives, MO	\$2,000
Hastings, Alcee	US House of Representatives, FL	\$2,500
Heck, Denny	US House of Representatives, WA	\$1,000
Heinrich, Martin	US Senate, NM	\$2,000
Heitkamp, Heidi	US Senate, ND	\$2,000
Heller, Dean	US Senate, NV	\$500
Herrera-Beutler, Jaime	US House of Representatives, WA	\$1,000
Hice, Jody	US House of Representatives, GA	\$1,000
Higgins, Brian	US House of Representatives, NY	\$1,500
Hill, Judson	US House of Representatives, GA	\$1,000
Himes, Jim	US House of Representatives, CT	\$2,000
Hirono, Mazie	US Senate, HI	\$2,500
Hoeven, John	US Senate, ND	\$2,000
Holder, George	US House of Representatives, NC	\$2,500
Hollingsworth, Trey	US House of Representatives, IN	\$3,000
Hudson, Richard	US House of Representatives, NC	\$5,000
Huizenga, Bill	US House of Representatives, MI	\$3,000
Hultgren, Randy	US House of Representatives, IL	\$3,000
Issa, Darrell	US House of Representatives, CA	\$5,000
Jackson Lee, Sheila	US House of Representatives, TX	\$2,000
Jeffries, Hakeem	US House of Representatives, NY	\$3,500
Jenkins, Evan	US House of Representatives, WV	\$4,000
Johnson, Bill	US House of Representatives, OH	\$5,000
Johnson, Eddie	US House of Representatives, TX	\$1,000
Johnson, Hank	US House of Representatives, GA	\$2,500
Johnson, Ronald	US Senate, WI	\$4,500
Jordan, Jim	US House of Representatives, OH	\$2,000
Kaine, Tim	US Senate, VA	\$2,000

## AT&amp;T Federal PAC (Continued)

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
Katko, John	US House of Representatives, NY	\$4,000
Keating, William	US House of Representatives, MA	\$1,000
Kelly, Mike	US House of Representatives, PA	\$5,000
Kelly, Robin	US House of Representatives, IL	\$1,100
Kelly, Trent	US House of Representatives, MS	\$2,000
Kennedy, Joseph	US House of Representatives, MA	\$2,000
Kihuen, Ruben	US House of Representatives, NV	\$3,000
Kildee, Dan	US House of Representatives, MI	\$2,000
Kilmer, Derek	US House of Representatives, WA	\$1,000
Kind, Ron	US House of Representatives, WI	\$2,500
King, Angus	US Senate, ME	\$1,000
King, Pete	US House of Representatives, NY	\$3,000
Klobuchar, Amy	US Senate, MN	\$1,000
Knight, Steve	US House of Representatives, CA	\$5,000
Krishnamoorthi, S. Raja	US House of Representatives, IL	\$2,000
Kuster, Ann	US House of Representatives, NH	\$1,000
Labrador, Raul	US House of Representatives, ID	\$3,000
LaHood, Darin	US House of Representatives, IL	\$5,000
Lance, Leonard	US House of Representatives, NJ	\$5,000
Langevin, Jim	US House of Representatives, RI	\$2,000
Larsen, Rick	US House of Representatives, WA	\$2,000
Larson, John	US House of Representatives, CT	\$1,500
Latta, Bob	US House of Representatives, OH	\$5,000
Lawrence, Brenda	US House of Representatives, MI	\$1,000
Lawson, Al	US House of Representatives, FL	\$2,000
Lewis, Jason	US House of Representatives, MN	\$2,000
Lewis, John	US House of Representatives, GA	\$1,000
Lieu, Ted	US House of Representatives, CA	\$4,000
Lipinski, Daniel	US House of Representatives, IL	\$3,000
Loeb sack, David	US House of Representatives, IA	\$2,000
Lofgren, Zoe	US House of Representatives, CA	\$1,000
Long, Billy	US House of Representatives, MO	\$5,000
Loudermilk, Barry	US House of Representatives, GA	\$1,000
Lowenthal, Alan	US House of Representatives, CA	\$2,000
Lujan, Ben	US House of Representatives, NM	\$4,500
MacArthur, Tom	US House of Representatives, NJ	\$4,000
Maloney, Sean	US House of Representatives, NY	\$2,000
Manchin, Joe	US Senate, WV	\$2,000
Marchant, Kenny	US House of Representatives, TX	\$1,000
Marino, Tom	US House of Representatives, PA	\$2,500
Marshall, Roger	US House of Representatives, KS	\$3,000
Mast, Brian	US House of Representatives, FL	\$1,000
Matsui, Doris	US House of Representatives, CA	\$4,000
McCarthy, Kevin	US House of Representatives, CA	\$5,000
McCaskill, Claire	US Senate, MO	\$4,000
McClintock, Thomas	US House of Representatives, CA	\$2,500

AT&T Federal PAC (Continued)

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
McEachin, A. Donald	US House of Representatives, VA	\$1,000
McHenry, Patrick	US House of Representatives, NC	\$5,000
McMorris Rodgers, Cathy	US House of Representatives, WA	\$5,000
McNerney, Jerry	US House of Representatives, CA	\$3,000
McSally, Martha	US House of Representatives, AZ	\$2,000
Meehan, Patrick	US House of Representatives, PA	\$5,000
Meeks, Gregory	US House of Representatives, NY	\$1,000
Menendez, Robert	US Senate, NJ	\$2,500
Meng, Grace	US House of Representatives, NY	\$1,000
Messer, Allen	US House of Representatives, IN	\$10,000
Moore, Gwen	US House of Representatives, WI	\$1,000
Moran, Jerry	US Senate, KS	\$1,000
Moulton, Seth	US House of Representatives, MA	\$1,000
Mullin, Markwayne	US House of Representatives, OK	\$5,000
Murkowski, Lisa	US Senate, AK	\$2,000
Murphy, Stephanie	US House of Representatives, FL	\$1,000
Murphy, Tim	US House of Representatives, PA	\$5,000
Napolitano, Grace	US House of Representatives, CA	\$3,000
Nelson, Bill	US Senate, FL	\$2,000
Nolan, Richard	US House of Representatives, MN	\$1,000
Norman, Ralph	US House of Representatives, SC	\$3,000
Nunes, Devin	US House of Representatives, CA	\$5,000
O'Halleran, Tom	US House of Representatives, AZ	\$2,000
Pallone, Frank	US House of Representatives, NJ	\$5,000
Panetta, Jimmy	US House of Representatives, CA	\$1,000
Pascrell, William	US House of Representatives, NJ	\$1,000
Paul, Rand	US Senate, KY	\$2,000
Paulsen, Erik	US House of Representatives, MN	\$5,000
Payne, Donald	US House of Representatives, NJ	\$3,000
Perdue, David	US Senate, GA	\$3,000
Perlmutter, Edwin	US House of Representatives, CO	\$1,000
Perry, Scott	US House of Representatives, PA	\$4,000
Peters, Scott	US House of Representatives, CA	\$3,000
Pittenger, Robert	US House of Representatives, NC	\$1,000
Pocan, Mark	US House of Representatives, WI	\$1,000
Poe, Ted	US House of Representatives, TX	\$2,500
Quigley, Michael	US House of Representatives, IL	\$3,000
Raskin, Jamie	US House of Representatives, MD	\$1,000
Ratcliffe, John	US House of Representatives, TX	\$2,500
Reed, Tom	US House of Representatives, NY	\$5,000
Rice, Kathleen	US House of Representatives, NY	\$1,000
Rice, Tom	US House of Representatives, SC	\$3,000
Richmond, Cedric	US House of Representatives, LA	\$2,500
Roberts, Pat	US Senate, KS	\$2,000
Rogers, Michael	US House of Representatives, AL	\$4,000
Rokita, Todd	US House of Representatives, IN	\$10,000

AT&T Federal PAC (Continued)

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
Rooney, Thomas	US House of Representatives, FL	\$1,000
Rosen, Jacklyn	US House of Representatives, NV	\$1,000
Ros-Lehtinen, Ileana	US House of Representatives, FL	\$5,000
Ross, Dennis	US House of Representatives, FL	\$4,500
Roybal-Allard, Lucille	US House of Representatives, CA	\$1,000
Royce, Ed	US House of Representatives, CA	\$5,000
Ruiz, Raul	US House of Representatives, CA	\$5,000
Ruppersberger, C.A.	US House of Representatives, MD	\$4,500
Rush, Bobby	US House of Representatives, IL	\$1,000
Sanchez, Linda	US House of Representatives, CA	\$4,000
Scalise, Steve	US House of Representatives, LA	\$5,000
Schiff, Adam	US House of Representatives, CA	\$1,000
Schneider, Bradley	US House of Representatives, IL	\$3,000
Schrader, Kurt	US House of Representatives, OR	\$4,000
Schweikert, David	US House of Representatives, AZ	\$2,000
Scott, David	US House of Representatives, GA	\$1,000
Scott, Timothy	US Senate, SC	\$1,000
Sessions, Pete	US House of Representatives, TX	\$1,000
Sewell, Terri	US House of Representatives, AL	\$1,000
Sherman, Brad	US House of Representatives, CA	\$1,000
Shimkus, John	US House of Representatives, IL	\$5,000
Shuster, William	US House of Representatives, PA	\$5,000
Sinema, Kyrsten	US House of Representatives, AZ	\$4,000
Sires, Albio	US House of Representatives, NJ	\$2,500
Smith, Adam	US House of Representatives, WA	\$1,000
Smith, Jason	US House of Representatives, MO	\$5,000
Smucker, Lloyd	US House of Representatives, PA	\$2,000
Soto, Darren	US House of Representatives, FL	\$1,000
Stabenow, Debbie	US Senate, MI	\$3,500
Stefanik, Elise	US House of Representatives, NY	\$5,000
Stivers, Steve	US House of Representatives, OH	\$1,000
Strange, Luther	US Senate, AL	\$3,000
Sullivan, Daniel	US Senate, AK	\$2,000
Tenney, Claudia	US House of Representatives, NY	\$2,000
Tester, Jon	US Senate, MT	\$4,500
Thompson, Bennie	US House of Representatives, MS	\$5,000
Thompson, Mike	US House of Representatives, CA	\$2,000
Thune, John	US Senate, SD	\$2,000
Tiberi, Pat	US House of Representatives, OH	\$5,000
Titus, Dina	US House of Representatives, NV	\$3,000
Tonko, Paul	US House of Representatives, NY	\$2,000
Torres, Norma	US House of Representatives, CA	\$4,500
Trott, Dave	US House of Representatives, MI	\$2,500
Upton, Frederick	US House of Representatives, MI	\$5,000
Valadao, David	US House of Representatives, CA	\$5,000
Vargas, Juan	US House of Representatives, CA	\$2,000



AT&T Federal PAC (Continued)

Federal & State Candidates	Candidate Office	January-June 2017 Contributions
Veasey, Marc	US House of Representatives, TX	\$2,000
Vela, Filemon	US House of Representatives, TX	\$3,000
Velazquez, Nydia	US House of Representatives, NY	\$2,000
Wagner, Ann	US House of Representatives, MO	\$10,000
Walberg, Tim	US House of Representatives, MI	\$1,000
Walden, Greg	US House of Representatives, OR	\$5,000
Walker, Bradley	US House of Representatives, NC	\$5,000
Walorski, Jackie	US House of Representatives, IN	\$2,000
Walters, Mimi	US House of Representatives, CA	\$5,000
Warner, Mark	US Senate, VA	\$2,500
Wasserman-Schultz, Debbie	US House of Representatives, FL	\$2,500
Watson Coleman, Bonnie	US House of Representatives, NJ	\$1,000
Whitehouse, Sheldon	US Senate, RI	\$2,000
Wicker, Roger	US Senate, MS	\$2,000
Wilson, Frederica	US House of Representatives, FL	\$3,000
Wilson, Joe	US House of Representatives, SC	\$1,000
Womack, Stephen	US House of Representatives, AR	\$3,000
Woodall, Rob	US House of Representatives, GA	\$1,000
Yarmuth, John	US House of Representatives, KY	\$2,000
Yoder, Kevin	US House of Representatives, KS	\$4,000
Zeldin, Lee	US House of Representatives, NY	\$2,500

Leadership PACs & Other Committees	January-June 2017 Contributions
21st Century Majority Fund	\$5,000
Alamo PAC	\$5,000
AMERIPAC: The Fund for a Greater America	\$5,000
Arkansas for Leadership PAC (ARKPAC)	\$5,000
Battleground PAC	\$5,000
BILL PAC	\$5,000
BILLY PAC	\$5,000
Blue Dog PAC	\$5,000
Blue Hen PAC	\$1,000
Bluegrass Committee	\$5,000
Boots PAC	\$5,000
BRIDGE PAC	\$5,000
Build Our Future PAC	\$3,000
CHC - BOLD PAC	\$5,000
Citizens for Prosperity in America Today PAC	\$5,000
Common Sense Colorado PAC	\$2,500
Congressional Black Caucus (CBC PAC)	\$5,000
Congressional House Republicans in Service PAC (CHRIS PAC)	\$5,000
Country Roads PAC	\$5,000
CTIA - The Wireless Association PAC	\$5,000
Dakota PAC	\$1,000



## AT&amp;T Federal PAC (Continued)

Leadership PACs & Other Committees	January-June 2017 Contributions
Dakota Prairie PAC	\$2,500
Democrats Reshaping America (DREAMPAC)	\$2,500
Democrats Win Seats (DWS PAC)	\$2,500
Excelsior PAC	\$2,500
Eye of the Tiger PAC	\$5,000
First in Freedom PAC	\$5,000
Fiscal Leadership and Knowing Economics PAC	\$3,000
Fund for the Majority	\$1,000
GA-06 Nominee Fund	\$5,000
GENE PAC	\$2,500
Georgia PAC	\$5,000
Great Lakes PAC	\$2,000
Green Mountain PAC	\$1,000
Hawaii PAC	\$5,000
Heartland Values PAC	\$5,000
HellerHighwater PAC	\$5,000
House Conservatives Fund	\$5,000
ICE PAC	\$5,000
Immigration Reform Fund	\$1,000
Jobs, Economy and Budget Fund (JEB Fund)	\$5,000
Jobs, Opportunities and Education PAC (JOE PAC)	\$5,000
JOHN S Fund	\$5,000
Lead Encourage Elect PAC - LEE PAC	\$5,000
Longhorn PAC	\$5,000
Majority Committee PAC	\$5,000
Making America Prosperous PAC	\$5,000
Making Investments Majority Insured PAC	\$5,000
More Conservatives PAC (McPAC)	\$5,000
Moving America Forward PAC	\$5,000
Mr. Southern Missourian in the House PAC	\$5,000
Nebraska Sandhills PAC	\$5,000
New Democrat Coalition PAC	\$5,000
New Millennium PAC	\$2,500
NEW PAC	\$5,000
New Pioneers PAC	\$5,000
New South Leadership PAC	\$2,500
One Georgia PAC	\$5,000
PAT PAC	\$5,000
PETE PAC	\$5,000
Peter Norbeck Leadership PAC, The	\$3,500
Pineapple PAC	\$1,000
Pioneer PAC	\$5,000
Project West PAC	\$5,000
RACPAC	\$5,000
RAND PAC	\$5,000
Reaching for a Brighter America PAC (RBA PAC)	\$5,000
Republican Main Street Partnership PAC	\$5,000

AT&T Federal PAC (Continued)

<b>Leadership PACs &amp; Other Committees</b>	<b>January-June 2017 Contributions</b>
Responsibility and Freedom Work PAC (RFPAC)	\$5,000
Road to Freedom PAC	\$3,000
Rock City PAC	\$2,000
Satellite Broadcasting & Communications Association of America, Inc. PAC	\$5,000
Secure PAC	\$2,500
Shore PAC	\$3,500
Strategy PAC	\$5,000
SUSAN PAC	\$5,000
TELECOMPAC	\$5,000
Texas Freedom Fund	\$5,000
Treasure State PAC	\$2,500
TRUST PAC	\$5,000
Tuesday Group PAC	\$5,000
USA PAC – United for a Strong America	\$1,000
VIBE PAC	\$5,000
Wild and Wonderful PAC	\$5,000
Women2Women PAC	\$500

<b>National &amp; State Party Committees</b>	<b>January-June 2017 Contributions</b>
Democratic Congressional Campaign Committee	\$15,000
Democratic Senatorial Campaign Committee	\$15,000
Michigan Republican Party – Federal Account	\$5,000
National Republican Senatorial Committee	\$15,000
National Republican Senatorial Committee Headquarters Account	\$45,000
North Dakota Dem-NPL House Caucus	\$200
North Dakota House Republican Caucus	\$400
North Dakota House Republican Leadership Fund	\$1,000
North Dakota Senate Dem-NPL Caucus	\$250
North Dakota Senate Republican Caucus	\$700
Team Ryan	
National Republican Congressional Committee	\$15,000
National Republican Congressional Committee Headquarters Account	\$45,000
Ryan for Congress	\$5,000
Prosperity Action, Inc.	\$5,000

## State PAC Contributions

### Alabama PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Allen, Gerald	State Senate	\$1,500
Austin, Johnathan	Birmingham City Council	\$250
Chambliss, Clyde	State Senate	\$1,000
Harbison, Corey	State House of Representatives	\$500
Maddox, Walt	Mayor of Tuscaloosa	\$500
Marshall, Steve	Attorney General	\$3,000
Pettus, Phillip	State House of Representatives	\$500
Roberson, Jay	Birmingham City Council District 7	\$250
Standridge, David	State House of Representatives	\$1,000
Weaver, April	State House of Representatives	\$500
Williams, Jack "J.D."	State Senate	\$1,000
Williams, Jack "J.D."	Jefferson County Commission District 5	\$500

### Arizona PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Alston, Lela	State House of Representatives	\$250
Brophy McGee, Kate	State Senate	\$250
Carter, Heather	State House of Representatives	\$250
Coleman, Doug	State House of Representatives	\$500
Ducey, Doug	Governor	\$2,500
Farley, Steve	State Senate	\$500
Fernandez, Charlene	State House of Representatives	\$250
Gallego, Kate	Phoenix City Council District 8	\$250
Hernandez, Daniel	State Senate	\$250
Hobbs, Katie	State Senate	\$500
Kavanagh, John	State House of Representatives	\$500
Leach, Vince	State House of Representatives	\$250
Lesko, Debbie	State House of Representatives	\$500
Mesnard, Javan	State House of Representatives	\$500
Meza, Robert	State Senate	\$250
Miranda, Catherine	State House of Representatives	\$250
Pastor, Laura	Phoenix City Council District 4	\$250
Rios, Rebecca	State House of Representatives	\$500
Shooter, Don	State Senate	\$500
Shope, Thomas Ray "T.J."	State House of Representatives	\$250
Ugenti, Michelle	State House of Representatives	\$250
Weninger, Jeff	State House of Representatives	\$500
Yarbrough, Steven	State Senate	\$500
Yee, Kimberly	State Senate	\$500

Arizona PAC (Continued)

<b>State &amp; Local Party Committees or Other Groups</b>	<b>January-June 2017 Contributions</b>
Arizona Republican Party	\$200

Arkansas PAC

<b>State Candidates</b>	<b>Candidate Office</b>	<b>January-June 2017 Contributions</b>
Chesterfield, Linda	State Senate	\$500
Collins, Charlie	State House of Representatives	\$500
Davis, Andy	State House of Representatives	\$250
Dotson, Jim	State House of Representatives	\$250
Hutchinson, Asa	Governor	\$5,400
Lundstrum, Robin	State House of Representatives	\$250
Petty, Rebecca	State House of Representatives	\$250
Rapert, Jason	State Senate	\$2,000
Rutledge, Leslie	Attorney General	\$700

California PAC

<b>State Candidates</b>	<b>Candidate Office</b>	<b>January-June 2017 Contributions</b>
Alejo, Louis	Supervisor Monterey County District 1	\$1,000
Bigelow, Franklin	State House of Representatives	\$3,817
Chiesa, Vito	Supervisor Stanislaus County District 2	\$350
Connelly, Bill	Supervisor Butte County District 1	\$250
Coolidge, Andrew	Chico City Council	\$250
de Leon, Kevin	Lieutenant Governor	\$4,400
Gore, James	Supervisor Sonoma County District 4	\$250
Harkey, Diane	State Board of Equalization	\$1,500
Ma, Fiona	State Treasurer	\$1,000
Maienschein, Brian	State House of Representatives	\$2,795
Mitchell, Holly	State Senate	\$3,357
Padilla, Alex	Secretary of State	\$5,093
Portantino, Anthony	State Senate	\$2,379
Rendon, Anthony	State House of Representatives	\$4,400
Rodriguez, Freddie	State House of Representatives	\$3,817
Spitzer, Todd	Supervisor Orange County District 3	\$2,000
Wahl, Larry	Supervisor Butte County District 2	\$250
Zapfen, Moses	Supervisor San Joaquin County District 3	\$350

<b>State &amp; Local Party Committees or Other Groups</b>	<b>January-June 2017 Contributions</b>
California Republican Party	\$3,817
Republican Party of Orange County	\$2,500
San Francisco Democratic County Central Committee	\$10,000

California PAC (Continued)

Political Action Committees (PACs)	January-June 2017 Contributions
Alice B. Tolkas LGBT Democratic Club PAC	\$2,500
Californians for Jobs and a Strong Economy	\$3,817
Fresno Chamber Political Action Committee	\$1,000

Colorado PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Hancock, Michael	Mayor of Denver	\$1,000

Connecticut PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Ganim, Joseph	Mayor of Bridgeport	\$1,000
Leclerc, Marcia	Mayor of East Hartford	\$1,000

State & Local Party Committees or Other Groups	January-June 2017 Contributions
House Democrats Campaign Committee	\$2,000
House Republican Campaign Committee	\$2,000
Senate Republican Campaign Committee	\$2,000

Florida PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Artiles, Frank	State Senate	\$1,000
Ausley, Lorraine	State House of Representatives	\$1,000
Avila, Bryan	State House of Representatives	\$1,000
Baez, Daisy	State House of Representatives	\$500
Book, Lauren	State Senate	\$2,000
Bracy, Randolph	State Senate	\$1,500
Brandes, Jeffrey	State Senate	\$2,000
Brodeur, Jason	State Senate	\$500
Burgess, Daniel	State House of Representatives	\$500
Burton, Colleen	State House of Representatives	\$500
Campbell, Daphne	State Senate	\$1,000
Cortes, Robert	State House of Representatives	\$500
Diaz, Jose	State Senate	\$2,000
Diaz, Manny	State Senate	\$500
Donalds, Byron	State House of Representatives	\$500
Eagle, Dane	State House of Representatives	\$1,000
Farmer, Gary	State Senate	\$500
Gibson, Audrey	State Senate	\$1,000
Grall, Erin	State House of Representatives	\$500

Florida PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Grant, James	State House of Representatives	\$500
Gruters, Joe	State House of Representatives	\$500
Hutson, Travis	State Senate	\$2,000
Ingoglia, Blaise	State House of Representatives	\$1,000
Jenne, Evan	State House of Representatives	\$1,000
La Rosa, Mike	State House of Representatives	\$2,000
Mayfield, Debbie	State Senate	\$500
McClain, Stan	State House of Representatives	\$500
Miller, Mike	State House of Representatives	\$500
Payne, Bobby	State House of Representatives	\$500
Perry, Warren	State Senate	\$500
Peters, Kathleen	State House of Representatives	\$2,000
Powell, Bobby	State Senate	\$1,500
Rader, Kevin	State Senate	\$500
Rodrigues, Ray	State House of Representatives	\$1,000
Rommel, Robert	State House of Representatives	\$500
Rouson, Darryl	State Senate	\$1,000
Santiago, David	State House of Representatives	\$1,000
Shaw, Sean	State House of Representatives	\$1,000
Thurston, Perry	State Senate	\$500
Toledo, Jackie	State House of Representatives	\$500
Young, Dana	State Senate	\$500

Political Action Committees (PACs)	January-June 2017 Contributions
Alliance for Progressive Representation PAC	\$1,500
Florida For Floridians	\$500
Principled Leaders for Florida	\$1,500
Veterans for Conservative Principles PC	\$1,500

Georgia PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Belton, Dave	State House of Representatives	\$2,000
Beskin, Beth	State House of Representatives	\$1,000
Beverly, James	State House of Representatives	\$750
Blackmon, Shaw	State House of Representatives	\$1,500
Bonner, Josh	State House of Representatives	\$500
Burke, Dean	State Senate	\$1,000
Clark, Heath	State House of Representatives	\$1,500
Cox, Clay	State House of Representatives	\$2,600
Drenner, Karla	State House of Representatives	\$500
Dubnik, Matt	State House of Representatives	\$500
Efstration, Chuck	State House of Representatives	\$1,000
Evans, Stacey	State House of Representatives	\$1,000

Georgia PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Frazier, Gloria	State House of Representatives	\$1,000
Gardner, Pat	State House of Representatives	\$750
Gooch, Steve	State Senate	\$1,500
Hanson, Meagan	State House of Representatives	\$500
Harrell, Brett	State House of Representatives	\$2,600
Hatchett, Matt	State House of Representatives	\$2,600
Jeffares, Rick	State Senate	\$1,500
Kelley, Trey	State House of Representatives	\$1,000
Kennedy, John	State House of Representatives	\$2,600
Kirkpatrick, Kay	State Senate	\$1,000
Ligon, William	State Senate	\$1,000
Makris, Gus	State Senate	\$1,000
Mitchell, Billy	State House of Representatives	\$750
Mullis, Jeff	State Senate	\$2,600
Nimmer, Chad	State House of Representatives	\$1,000
Parent, Elena	State House of Representatives	\$1,000
Parsons, Don	State House of Representatives	\$2,000
Payne, Chuck	State Senate	\$500
Ralston, David	State House of Representatives	\$1,000
Reeves, Bert	State House of Representatives	\$500
Rogers, Terry	State House of Representatives	\$1,750
Shafer, David	Lt. Governor	\$3,300
Tanner, Kevin	State House of Representatives	\$1,500
Tippins, Lindsey	State Senate	\$1,000
Werkheiser, William	State House of Representatives	\$2,000
Williamson, Bruce	State House of Representatives	\$2,600

Illinois PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Arroyo, Luis	Cook County Board of Commissioners	\$500
Austin, Carrie	Chicago Alderman Ward 34	\$1,500
Bennett, Jerry	Mayor of Palos Hills	\$400
Cardenas, George	Chicago Alderman Ward 12	\$500
Chalmers-Currin, Sheila	Matteson Village President	\$400
Chapa La Via, Linda	Mayor of Aurora	\$500
Covington, Vivian	Mayor University Park	\$650
Cronin, Dan	DuPage County Board Chairman	\$750
Cunningham, Sam	Mayor of Waukegan	\$500
Denson, Ronald	Mayor of Calumet Park	\$120
Emanuel, Rahm	Mayor of Chicago	\$26,300
Farguhar, Jay	Mayor of Monee	\$100
Feigenholtz, Sara	State House of Representatives	\$2,500
Franks, Jack	McHenry County Board Chairman	\$1,000
Fritchey, John	Cook County Board of Commissioners District 12	\$750

Illinois PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Gainer, Bridget	Cook County Board of Commissioners District 10	\$750
Gonzalez, David	Mayor of Chicago Heights	\$250
Hairston, Leslie	Chicago Alderman Ward 5	\$1,000
Harris, Michelle	Chicago Alderman Ward 8	\$1,500
Hopkins, Brian	Chicago Alderman Ward 2	\$750
Irvin, Richard	Mayor of Aurora	\$500
Laurino, Margaret	Chicago Alderman Ward 39	\$1,000
Lauzen, Chris	Kane County Board Chairman	\$500
Lopez, Raymond	Chicago Alderman Ward 15	\$500
Matz, Cassandra	Village Trustee	\$100
McLeod, Bill	Mayor of Hoffman Estates	\$100
Meyers-Martin, Debra	Mayor of Olympia Fields	\$250
Mitchell, Gregory	Chicago Alderman Ward 7	\$750
Moore, David	Chicago Alderman Ward 17	\$750
Moore, Joe	Chicago Alderman Ward 49	\$1,500
Moore, Stanley	Cook County Board of Commissioners	\$750
Pedersen, Barrett	Mayor of Village of Franklin Park	\$250
Preckwinkle, Toni	Cook County Board of Commissioners	\$750
Santiago, Milly	Chicago Alderman Ward 31	\$750
Sims, Deborah	Cook County Board of Commissioners District 5	\$750
Steele, Robert	Cook County Board of Commissioners District 2	\$750
Taliaferro, Chris	Chicago Alderman Ward 29	\$750
Valencia, Anna	Clerk of the City of Chicago	\$1,000
Villegas, Gilbert	Chicago Alderman Ward 36	\$750
Waguespack, Scott	Chicago Alderman Ward 32	\$1,000
Ward, Tyrone	Mayor of Robbins	\$75
Wasowicz, Kris	Mayor of Justice	\$100
Wells, Terry	Mayor of the Village of Phoenix	\$150
Werner, Mary	Mayor of Worth	\$200

State & Local Party Committees or Other Groups	January-June 2017 Contributions
6th Ward Democratic Organization	\$1,000
25th Ward Democratic Organization	\$1,500
28th Ward Democratic Organization	\$500
Bellwood First Party	\$250
Bolingbrook First Party	\$500
Irish - American Labor Council	\$850
New 37th Ward Regular Democratic Organization	\$1,500

Political Action Committees (PACs)	January-June 2017 Contributions
Chicago Building Trades PAC	\$2,000
Chicagoland Chamber of Commerce PAC	\$1,500



## Indiana PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Alting, Ron	State Senate	\$1,000
Austin, Terri	State House of Representatives	\$500
Baird, James	State House of Representatives	\$500
Bassler, Eric	State Senate	\$1,000
Behning, Robert W.	State House of Representatives	\$500
Beumer, Gregory	State House of Representatives	\$500
Bosma, Brian	State House of Representatives	\$1,000
Brown, Liz	State Senate	\$1,000
Carbaugh, Martin	State House of Representatives	\$1,000
Cook, Anthony	State House of Representatives	\$500
Eckerty, Doug	State Senate	\$500
Engleman, Karen	State House of Representatives	\$500
Ford, Jon	State Senate	\$1,000
Friend, William	State House of Representatives	\$500
Frizzell, David	State House of Representatives	\$500
Frye, Randy	State House of Representatives	\$1,000
Grooms, Ronald	State Senate	\$1,000
Hatfield, Ryan	State House of Representatives	\$250
Head, Randy	State Senate	\$1,000
Heine, Dave	State House of Representatives	\$500
Hershman, Brandt	State Senate	\$2,000
Holcomb, Eric	Governor	\$2,500
Houchin, Erin	State Senate	\$1,000
Karickhoff, Michael	State House of Representatives	\$1,000
Klinker, Sheila	State House of Representatives	\$500
Kruse, Dennis	State Senate	\$500
Lehman, Matthew	State House of Representatives	\$1,500
Leising, Jean	State Senate	\$1,000
Melton, Eddie	State Senate	\$1,500
Merritt, Jim	State Senate	\$1,500
Miller, Douglas	State House of Representatives	\$500
Mrvan, Frank	State Senate	\$1,000
Niezgodski, David	State Senate	\$1,000
Ober, David	State House of Representatives	\$1,000
Olthoff, Julie	State House of Representatives	\$500
Raatz, Jeff	State Senate	\$1,000
Sandlin, Jack E.	State Senate	\$500
Siegrist, Sally	State House of Representatives	\$500
Sullivan, Holli	State House of Representatives	\$500
Tallian, Karen	State Senate	\$1,000
Taylor, Greg	State Senate	\$1,000
Tomes, Jim	State Senate	\$500
Winnecke, L.Loyd	Mayor of Evansville	\$250
Zay, Andy	State Senate	\$500

Indiana PAC (Continued)

<b>State &amp; Local Party Committees or Other Groups</b>	<b>January-June 2017 Contributions</b>
Indy Chamber Business Advocacy Committee	\$1,000

<b>Political Action Committees (PACs)</b>	<b>January-June 2017 Contributions</b>
Indiana Manufacturers Political Action Committee (IMPAC)	\$1,000

Kentucky PAC

<b>State Candidates</b>	<b>Candidate Office</b>	<b>January-June 2017 Contributions</b>
Keene, Dennis	State House of Representatives	\$300
Shell, Jonathan	State House of Representatives	\$500

<b>State &amp; Local Party Committees or Other Groups</b>	<b>January-June 2017 Contributions</b>
House Republican Caucus Campaign Committee	\$2,500
Kentucky Democratic Party	\$1,000
Republican Party of Kentucky	\$2,500
Senate Republican Caucus Campaign Committee	\$2,500

Maryland PAC

<b>State Candidates</b>	<b>Candidate Office</b>	<b>January-June 2017 Contributions</b>
Hucker, Tom	State House of Representatives	\$250
Ivey, Jolene	County Council District 5	\$250
Hogan, Larry	Governor	\$2,000
Young, Bernard C.	Baltimore City Council President	\$500

Michigan PAC

<b>State Candidates</b>	<b>Candidate Office</b>	<b>January-June 2017 Contributions</b>
Calley, Brian	Lt. Governor	\$5,000
Chatfield, Lee	State House of Representatives	\$1,500
Conyers, Ian	State House of Representatives	\$500
Duggan, Michael	Mayor of Detroit	\$2,500
Griffin, Beth	State House of Representatives	\$1,000
Hertel, Kevin	State House of Representatives	\$500
Hoitenga, Michele	State House of Representatives	\$1,500
Hopgood, Hoon-Yung	State Senate	\$500
Horn, Ken	State Senate	\$1,000
Hune, Joe	State Senate	\$1,000
Jones, Jewell	State House of Representatives	\$500
Knezek, David	State Senate	\$500
Lower, James	State House of Representatives	\$500

Michigan PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Maturen, David	State House of Representatives	\$250
Nofs, Mike	State Senate	\$1,500
Phelps, Phil	State House of Representatives	\$750
Proos, John	State Senate	\$500
Schuitmaker, Tonya	State Senate	\$750
Sheppard, Jason	State House of Representatives	\$750
Shirkey, Mike	State House of Representatives	\$500
Taylor, Michael	Mayor of Sterling Heights	\$125
Tedder, Jim	State House of Representatives	\$750
Zorn, Dale	State Senate	\$500

State & Local Party Committees or Other Groups	January-June 2017 Contributions
House Republican Campaign Committee (HRCC)	\$5,000
Senate Republican Campaign Committee	\$5,000

Missouri PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Boyd, Jeffrey	Mayor of City of St. Louis	\$1,500
Coatar, Jack	St. Louis Alderman Ward 7	\$1,000
Cohn, Shane	St. Louis Alderman Ward 25	\$500
Davis, Marlene	St. Louis Alderman Ward 19	\$500
Florida, Jennifer	St. Louis Alderman Ward 15	\$500
French, Antonio	Mayor of City of St. Louis	\$1,500
Green, Darlene	St. Louis City Comptroller	\$1,000
Green, Megan	St. Louis Alderman Ward 15	\$500
Hubbard, Tammika	St. Louis Alderman Ward 5	\$500
Jones, Tishaura	Mayor of City of St. Louis	\$1,500
Kratky, Michele	St. Louis Alderman Ward 16	\$500
Krewson, Lyda	Mayor of City of St. Louis	\$4,000
Martin, Sarah	St. Louis Alderman Ward 11	\$500
Murphy, Beth	St. Louis Alderman Ward 13	\$500
Ortmann, Kenneth	St. Louis Alderman Ward 9	\$500
Reed, Lewis	Mayor of City of St. Louis	\$1,500
Roddy, Joe	St. Louis Alderman Ward 17	\$500
Tyus, Sharon	St. Louis Alderman Ward 1	\$500
Vaccaro, Joseph	St. Louis Alderman Ward 23	\$500

North Carolina PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Berger, Phil	State Senate	\$1,000
Moore, Timothy	State House of Representatives	\$1,000

North Carolina PAC (Continued)

State & Local Party Committees or Other Groups	January-June 2017 Contributions
NC Democratic Party (NCSP) Senate Caucus	\$1,000
NC Republican Senate Caucus	\$1,000
North Carolina House Democratic Caucus	\$1,000
North Carolina Republican House Caucus	\$1,000

Political Action Committees (PACs)	January-June 2017 Contributions
Committee To Elect Republican Women	\$500

Nevada PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Cancela, Yvanna	State Senate	\$1,000
Lucey, Bob	Washoe County Commissioner	\$500

New Jersey PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Auth, Robert	State House of Representatives	\$500
Barclay, Arthur	State House of Representatives	\$250
Bateman, Christopher	State Senate	\$500
Beach, James	State Senate	\$500
Beck, Jennifer	State Senate	\$650
Benson, Daniel	State House of Representatives	\$500
Cardinale, Gerald	State Senate	\$125
Caride, Marlene	State House of Representatives	\$300
Chiaravalloti, Nicholas	State House of Representatives	\$300
Coughlin, Craig	State House of Representatives	\$400
Cruz-Perez, Nilsa	State Senate	\$1,250
Danielsen, Joseph	State House of Representatives	\$400
DeAngelo, Wayne	State House of Representatives	\$300
DeCroce, BettyLou	State House of Representatives	\$300
Diegnan, Patrick	State Senate	\$500
Downey, Joann	State House of Representatives	\$150
Gill, Nia	State Senate	\$500
Gordon, Robert	State Senate	\$1,000
Greenstein, Linda	State Senate	\$1,000
Greenwald, Louis	State House of Representatives	\$1,000
Gusciora, Reed	State House of Representatives	\$200

New Jersey PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Holley, Jamel	State House of Representatives	\$300
Houghtaling, Eric	State House of Representatives	\$150
Jasey, Mila	State House of Representatives	\$100
Jones, Patricia	State House of Representatives	\$350
Kyrillos, Joseph	State Senate	\$150
Lagana, Joseph	State House of Representatives	\$350
Lampitt, Pamela	State House of Representatives	\$300
Maher Muoio, Elizabeth	State House of Representatives	\$500
Marin, Eliana	State House of Representatives	\$300
McKeon, John	State House of Representatives	\$400
Moriarty, Paul	State House of Representatives	\$350
Mosquera, Gabriela	State House of Representatives	\$350
Mukherji, Raj	State House of Representatives	\$100
Munoz, Nancy	State House of Representatives	\$500
Murphy, Phil	Governor	\$4,300
Oliver, Sheila	State House of Representatives	\$250
Oroho, Steven	State Senate	\$1,000
Pou, Nelida	State Senate	\$500
Prieto, Vincent	State House of Representatives	\$1,000
Quijano, Annette	State House of Representatives	\$350
Rible, David	State House of Representatives	\$250
Rice, Ronald	State Senate	\$500
Ruiz, M. Teresa	State Senate	\$350
Schaer, Gary	State House of Representatives	\$1,250
Scutari, Nicholas	State Senate	\$800
Singleton, Troy	State House of Representatives	\$400
Singleton, Troy	State Senate	\$500
Sumter, Shavonda	State House of Representatives	\$300
Turner, Shirley	State Senate	\$350
Wimberly, Benjie	State House of Representatives	\$650
Zwicker, Andrew	State House of Representatives	\$500

State & Local Party Committees or Other Groups	January-June 2017 Contributions
Houghtaling & Downey for Assembly	\$300
NJ Democratic State Committee	\$500

Political Action Committees (PACs)	January-June 2017 Contributions
New Jobs PAC	\$200

## New York PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Amedore, George	State Senate	\$500
Barclay, Will	State House of Representatives	\$300
Carlucci, David	State Senate	\$500
Crespo, Marcos	State House of Representatives	\$500
Cuomo, Andrew	Governor	\$15,000
DeFrancisco, John	State Senate	\$1,000
Dilan, Martin	State Senate	\$500
Dinapoli, Thomas	Comptroller	\$500
Dinowitz, Jeffrey	State House of Representatives	\$500
Fariell, Herman	State House of Representatives	\$500
Flanagan, John	State Senate	\$1,000
Funke, Rich	State Senate	\$500
Garbarino, Andrew	State House of Representatives	\$250
Gianaris, Michael	State House of Representatives	\$1,000
Golden, Marty	State Senate	\$350
Griffo, Joseph	State Senate	\$1,250
Hamilton, Jesse	State Senate	\$500
Heastie, Carl	State House of Representatives	\$500
Hevesi, Andrew	State House of Representatives	\$400
Jean-Pierre, Kimberly	State House of Representatives	\$250
Klein, Jeffrey	State Senate	\$500
Kolb, Brian	State House of Representatives	\$750
Lawrence, Peter	State House of Representatives	\$300
McDonald, John	State House of Representatives	\$350
Morelle, Joseph	State House of Representatives	\$1,000
Murphy, Terrence	State Senate	\$250
O'Mara, Thomas	State Senate	\$500
Palmesano, Phillip	State House of Representatives	\$250
Parker, Kevin	State Senate	\$500
Phillips, Elaine	State Senate	\$350
Savino, Diane	State Senate	\$750
Serino, Susan	State Senate	\$500
Stewart-Cousins, Andrea	State Senate	\$500
Titone, Matthew	State House of Representatives	\$250
Young, Catharine	State Senate	\$1,000

## Ohio PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Boggs, Kristin	State House of Representatives	\$250
Klein, Zack	Columbus City Attorney	\$1,000
McColley, Robert	State House of Representatives	\$1,000
Obhof, Larry	State Senate	\$1,250
Patton, Thomas	State House of Representatives	\$500
Peterson, Bob	State Senate	\$500

## Ohio PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Ryan, Scott	State House of Representatives	\$350
Smith, Ryan	State House of Representatives	\$1,000

State & Local Party Committees or Other Groups	January-June 2017 Contributions
Ohio Legislative Black Caucus	\$1,000

## Oklahoma PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Babinec, Greg	State House of Representatives	\$350
Bergstrom, Michael	State Senate	\$500
Dollens, Mickey	State House of Representatives	\$350
Downing, Tim	State House of Representatives	\$350
Fetgatter, Scott	State House of Representatives	\$350
Frix, Avery	State House of Representatives	\$350
Hilbert, Kyle	State House of Representatives	\$350
Humphrey, Justin	State House of Representatives	\$350
Hunter, Mike	Attorney General	\$5,000
Kerbs, Dell	State House of Representatives	\$350
Lamb, Todd	Governor	\$5,000
Lowe, Jason	State House of Representatives	\$350
McCortney, Greg	State Senate	\$500
McDugle, Kevin	State House of Representatives	\$350
Pemberton, Dewayne	State Senate	\$500
Perryman, David	State House of Representatives	\$500
Stone, Shane	State House of Representatives	\$350
Teague, Tess	State House of Representatives	\$350
West, Josh	State House of Representatives	\$350
West, Rick	State House of Representatives	\$350

State & Local Party Committees or Other Groups	January-June 2017 Contributions
Oklahoma State Republican Senatorial Committee	\$1,000

## Pennsylvania PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Aument, Ryan	State Senate	\$1,000
Baker, Lisa	State Senate	\$500
Barrar, Stephen	State House of Representatives	\$500
Briggs, Tim	State House of Representatives	\$500
Browne, Patrick	State Senate	\$1,000



Pennsylvania PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Burns, Frank	State House of Representatives	\$250
Caltagirone, Thomas	State House of Representatives	\$1,000
Corman, Jake	State Senate	\$1,000
Costa, Jay	State Senate	\$500
Cutler, Bryan	State House of Representatives	\$500
Delozier, Sheryl	State House of Representatives	\$300
Dermody, Frank	State House of Representatives	\$1,500
Dunbar, George	State House of Representatives	\$300
Eichelberger, John	State Senate	\$500
Ellis, Brian	State House of Representatives	\$300
Emrick, Joe	State House of Representatives	\$300
Evankovich, Eli	State House of Representatives	\$500
Farry, Frank	State House of Representatives	\$300
Folmer, Mike	State Senate	\$500
Frankel, Dan	State House of Representatives	\$500
Gilman, Dan	Pittsburg City Council District 8	\$250
Godshall, Robert	State House of Representatives	\$400
Gordner, John	State Senate	\$500
Grove, Seth	State House of Representatives	\$300
Hanna, Michael	State House of Representatives	\$1,000
Hill, Kristin	State House of Representatives	\$250
James, R. Lee	State House of Representatives	\$400
Kampf, Warren	State House of Representatives	\$300
Kim, Patty	State House of Representatives	\$250
Krueger-Braneky, Leanne	State House of Representatives	\$300
Longietti, Mark	State House of Representatives	\$250
Maher, John	State House of Representatives	\$500
Marsico, Ronald	State House of Representatives	\$500
Matzie, Robert	State House of Representatives	\$250
Mehaffie, Tom	State House of Representatives	\$250
Mensch, Bob	State Senate	\$500
Mustio, Mark	State House of Representatives	\$500
Neilson, Ed	State House of Representatives	\$250
O'Neill, Bernard	State House of Representatives	\$350
Peifer, Michael	State House of Representatives	\$300
Petri, Scott	State House of Representatives	\$500
Quigley, Thomas	State House of Representatives	\$300
Rafferty, John	State Senate	\$500
Regan, Mike	State Senate	\$500
Scavello, Mario	State Senate	\$500
Schweyer, Peter	State House of Representatives	\$250
Sims, Brian	State House of Representatives	\$500
Snyder, Pam	State House of Representatives	\$500
Squilla, Mark	Philadelphia City Council District 1	\$500
Tomlinson, Robert	State Senate	\$500
Vulakovich, Randy	State Senate	\$500



Pennsylvania PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Ward, Kim	State Senate	\$500
Wolf, Tom	Governor	\$5,000

State & Local Party Committees or Other Groups	January-June 2017 Contributions
House Democratic Campaign Committee	\$1,000
House Republican Campaign Committee	\$1,000
Senate Democratic Campaign Committee	\$1,000
Senate Republican Campaign Committee	\$1,000

Political Action Committees (PACs)	January-June 2017 Contributions
Chamber PAC	\$150

South Carolina PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Allison, Rita	State House of Representatives	\$500
Anthony, Michael	State House of Representatives	\$350
Climer, Wes	State Senate	\$250
Corbin, Tom	State Senate	\$300
Elliott, Jason	State House of Representatives	\$200
Hayes, Jackie	State House of Representatives	\$350
Massey, Shane	State Senate	\$1,000
Matthews, John	State Senate	\$300
McLeod, Mia	State Senate	\$200
McMaster, Henry	Governor	\$3,500
Parks, J. Anne	State House of Representatives	\$300
Rutherford, J. Todd	State House of Representatives	\$750
Sabb, Ronnie	State Senate	\$300
Sandifer, William	State House of Representatives	\$1,000
Scott, John	State Senate	\$300
Senn, Sandy	State Senate	\$300
Shealy, Katrina	State Senate	\$500
Smith, Garry	State House of Representatives	\$500
Spearman, Molly	Superintendent of Education	\$1,000
Timmons, William	State Senate	\$300
White, W. Brian	State House of Representatives	\$1,000
Wilson, Alan	Attorney General	\$2,000

## Tennessee PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Akbari, Raumesh	State House of Representatives	\$500
Bailey, Paul	State Senate	\$5,000
Briggs, Richard	State Senate	\$1,000
Gant, Ron	State House of Representatives	\$500
Gilmore, Brenda	State Senate	\$1,000
Hazlewood, Patsy	State House of Representatives	\$1,000
Jackson, Ed	State Senate	\$2,000
Kelsey, Brian	State Senate	\$1,000
Lamberth, William	State House of Representatives	\$1,000
Marsh, Pat	State House of Representatives	\$2,000
Massey, Becky	State Senate	\$1,000
McCormick, Gerald	State House of Representatives	\$2,000
Parkinson, Antonio	State House of Representatives	\$1,000
Roberts, Kerry	State Senate	\$1,000
Sexton, Cameron	State House of Representatives	\$1,000
Sparks, Mike	State House of Representatives	\$500
Staples, Rick	State House of Representatives	\$500
Stewart, Mike	State House of Representatives	\$2,000
Tracy, Jim	State Senate	\$1,000
Vaughan, Kevin	State House of Representatives	\$500
White, Mark	State House of Representatives	\$1,000
Williams, Ryan	State House of Representatives	\$1,000
Zachary, Jason	State House of Representatives	\$1,000

Political Action Committees (PACs)	January-June 2017 Contributions
Council of Administrators and Supervisors PAC (CAS-PAC)	\$3,000
Quest PAC	\$1,000
KEYPAC	\$1,000

## Texas PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Brown, Jeff	State Supreme Court Justice	\$5,000
Christian, Wayne	Railroad Commissioner	\$10,000
Craddick, Christi	Railroad Commissioner	\$10,000
Cyrier, John	State House of Representatives	\$30

Texas PAC (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Gonzalez, Mary	State House of Representatives	\$34
Howard, Donna	State House of Representatives	\$49
Jenkins, Clay	Dallas County Judge	\$2,500
King, Ken	State House of Representatives	\$56
Margo, Dee	Mayor of El Paso	\$1,000
Phillips, Larry	State House of Representatives	\$32
Willett, Don	State Supreme Court Justice	\$5,000
Wray, John	State House of Representatives	\$30

Wisconsin PAC

State Candidates	Candidate Office	January-June 2017 Contributions
Roth, Roger	State Senate	\$500
Walker, Scott	Governor	\$9,000

State & Local Party Committees or Other Groups	January-June 2017 Contributions
Committee to Elect a Republican Senate	\$5,000
Republican Assembly Campaign Committee (RACC)	\$6,000
State Senate Democratic Committee	\$2,000

## Corporate Political Contributions

Political contributions where permitted, are an important part of the political process. Each year, the AT&T Inc. Board of Directors authorizes maximum aggregate contributions that can be made by AT&T, as permitted by, and in strict compliance with, applicable law for the purpose of supporting or opposing any party, candidate, political committee, ballot measure, or any political purpose.

Where lawful and appropriate, we support leaders who believe, like us, that an environment where businesses are able to invest, grow and compete in the global marketplace is a critical ingredient of our national economy. AT&T contributes prudently to state and local candidates and political organizations, as permitted by law, when such contributions advance AT&T's business objectives and the interest of its shareholders.

Contributions are made to candidates who demonstrate support of a strong private sector and a free-enterprise philosophy. Other factors considered include:

- Whether they sit on a committee that addresses legislation affecting our businesses;
- Whether they represent a district or state with a major AT&T business operation;
- Their committee standing and ranking;
- Their elected leadership position; and,
- Their voting record.

AT&T personnel consult with the AT&T Legal Department to ensure that all contributions are consistent with applicable statutes, regulations, limits, and guidelines. All political contributions are reviewed and approved by legal prior to payment.

## Corporate Political Contributions

State Candidates	Candidate Office	January-June 2017 Contributions
Acosta, Dante	Assembly, CA	\$2,000
Aguilar-Curry, Cecilia	Assembly, CA	\$2,300
Allain, Bret	State Senate, LA	\$500

Corporate Political (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Allen, Ben	State Senate, CA	\$1,300
Allen, Travis	Assembly, CA	\$2,000
Althoff, Pamela	State Senate, IL	\$2,500
Ammons, Carol	State House of Representatives, IL	\$500
Anderson, Neil	State Senate, IL	\$1,500
Andersson, Steve	State House of Representatives, IL	\$500
Andrade, Jaime	State House of Representatives, IL	\$500
Aquino, Omar	State Senate, IL	\$1,000
Arambula, Joaquin	Assembly, CA	\$1,300
Arroyo, Luis	State House of Representatives, IL	\$2,000
Astle, John	Mayor of Annapolis, MD	\$500
Atkins, Toni	State Senate, CA	\$2,300
Bagley, Larry	State House of Representatives, LA	\$250
Baker, Catharine	Assembly, CA	\$1,500
Barickman, Jason	State Senate, IL	\$1,000
Bates, Pat	State Senate, CA	\$3,000
Batinick, Mark	State House of Representatives, IL	\$500
Beall, Jim	State Senate, CA	\$3,600
Becerra, Anthony	Attorney General, CA	\$1,500
Beiser, Daniel	State House of Representatives, IL	\$500
Bellock, Patricia	State House of Representatives, IL	\$500
Bennett, Scott	State Senate, IL	\$500
Bennett, Thomas	State House of Representatives, IL	\$500
Berman, Marc	Assembly, CA	\$2,600
Bertino-Tarrant, Jennifer	State Senate, IL	\$500
Bigelow, Frank	Assembly, CA	\$1,500
Billiot, Robert	State House of Representatives, LA	\$250
Bivins, Timothy	State Senate, IL	\$1,000
Bloom, Richard	Assembly, CA	\$1,300
Bocanegra, Raul	Assembly, CA	\$3,300
Bonta, Rob	Assembly, CA	\$1,300
Bourne, Avery	State House of Representatives, IL	\$500
Bradford, Steven	State Senate, CA	\$2,000
Brady, Bill	State Senate, IL	\$500
Brady, Daniel	State House of Representatives, IL	\$1,000
Breen, Peter	State House of Representatives, IL	\$1,500
Brough, Bill	Assembly, CA	\$1,500
Bryant, Terri	State House of Representatives, IL	\$1,500
Burke, Autumn	Assembly, CA	\$4,000
Burke, Daniel	State House of Representatives, IL	\$1,500
Bush, Melinda	State Senate, IL	\$1,000
Butler, Tim	State House of Representatives, IL	\$1,000
Caballero, Anna	State Senate, CA	\$3,000
Cabello, John	State House of Representatives, IL	\$500

Corporate Political (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Calderon, Ian	Assembly, CA	\$3,300
Candelaria, Jacob	State Senate, NM	\$500
Carmody, Thomas	State House of Representatives, LA	\$250
Carter, Gary	State House of Representatives, LA	\$500
Cassidy, Kelly	State House of Representatives, IL	\$500
Castro, Cristina	State Senate, IL	\$500
Cervantes, Sabrina	Assembly, CA	\$3,000
Chaney, Charles	State House of Representatives, LA	\$250
Chapa LaVia, Linda	State House of Representatives, IL	\$1,000
Chau, Ed	Assembly, CA	\$1,300
Chavez, Rocky	Assembly, CA	\$1,500
Chen, Phillip	Assembly, CA	\$1,500
Choi, Steven	Assembly, CA	\$2,000
Chu, Kansen	Assembly, CA	\$1,200
Clayborne, James	State Senate, IL	\$1,000
Cluster, Joe	Delegate, MD	\$500
Colon, Brian	Mayor of Albuquerque, NM	\$1,000
Connelly, Michael	State Senate, IL	\$1,000
Conroy, Deborah	State House of Representatives, IL	\$250
Conyears-Ervin, Melissa	State House of Representatives, IL	\$500
Cooley, Ken	Assembly, CA	\$2,600
Cooper, Jim	Assembly, CA	\$1,500
Costello, Jerry	State House of Representatives, IL	\$500
Crespo, Fred	State House of Representatives, IL	\$500
Cullerton, Thomas	State Senate, IL	\$1,000
Cunningham, Jordan	Assembly, CA	\$2,000
Cunningham, William	State Senate, IL	\$1,000
Dababneh, Matt	Assembly, CA	\$2,600
Dahle, Brian	Assembly, CA	\$3,000
Daly, Tom	Assembly, CA	\$1,300
D'Amico, John	State House of Representatives, IL	\$500
Davidsmeyer, CD	State House of Representatives, IL	\$1,500
De Leon, Kevin	Lt. Governor, CA	\$600
DeGrange, James	State Senate, MD	\$1,000
DeLuca, Anthony	State House of Representatives, IL	\$2,500
Dembowski, Rod	King County Executive, WA	\$1,000
Demmer, Thomas	State House of Representatives, IL	\$500
Duncan, Wes	Attorney General, NV	\$2,500
Durkin, Jim	State House of Representatives, IL	\$6,000
Eggman, Susan	Assembly, CA	\$1,500
Egolf, Brian	State House of Representatives, NM	\$1,000
Eng, Mike	State Senate, CA	\$1,000
Englund, Jinyoung	State Senate, WA	\$2,000
Evans, Marcus	State House of Representatives, IL	\$500

Corporate Political (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Feldman, Brian	State Senate, MD	\$500
Fine, Laura	State House of Representatives, IL	\$1,000
Flora, Heath	Assembly, CA	\$1,500
Flowers, Mary	State House of Representatives, IL	\$500
Fong, Vince	Assembly, CA	\$2,000
Ford, La Shawn	State House of Representatives, IL	\$500
Fortner, Michael	State House of Representatives, IL	\$500
Frazier, Jim	Assembly, CA	\$3,300
Frerichs, Michael	State Treasurer, IL	\$1,500
Frese, Randy	State House of Representatives, IL	\$500
Friedman, Laura	Assembly, CA	\$1,300
Gabel, Robyn	State House of Representatives, IL	\$1,000
Gaines, Ted	State Board of Equalization, CA	\$1,500
Galgiani, Cathleen	State Board of Equalization, CA	\$2,000
Gallagher, James	Assembly, CA	\$2,000
Garcia, Cristina	Assembly, CA	\$2,500
Garcia, Eduardo	Assembly, CA	\$2,600
Gipson, Mike	Assembly, CA	\$1,500
Glazer, Steve	State Senate, CA	\$2,000
Gloria, Todd	Assembly, CA	\$1,475
Gonzalez, Lorena	Assembly, CA	\$2,300
Gordon, Jehan	State House of Representatives, IL	\$1,000
Gray, Adam	Assembly, CA	\$3,300
Grayson, Tim	Assembly, CA	\$2,600
Guzzardi, Will	State House of Representatives, IL	\$500
Guzzone, Guy	State Senate, MD	\$500
Haine, William	State Senate, IL	\$1,000
Halbrook, Brad	State House of Representatives, IL	\$500
Halpin, Michael	State House of Representatives, IL	\$500
Hammond, Norine	State House of Representatives, IL	\$1,500
Hansen, Stephanie	State Senate, DE	\$600
Harmon, Donald	State Senate, IL	\$1,000
Harper, Matthew	Assembly, CA	\$1,500
Harris, David	State House of Representatives, IL	\$1,000
Hastings, Michael	State Senate, IL	\$1,000
Havard, Kenny	State House of Representatives, LA	\$500
Hays, Chad	State House of Representatives, IL	\$2,000
Hensgens, Bob	State House of Representatives, LA	\$250
Hernandez, Ed	Lt. Governor, CA	\$3,100
Hernandez, Elizabeth	State House of Representatives, IL	\$750
Hertzberg, Robert	State Senate, CA	\$400
Hilferty, Stephanie	State House of Representatives, LA	\$500
Hilgers, Mike	State Senate, NE	\$1,000
Hoffman, Jay	State House of Representatives, IL	\$500

Corporate Political (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Hoffmann, Frank	State House of Representatives, LA	\$250
Holden, Chris	Assembly, CA	\$3,300
Holmes, Linda	State Senate, IL	\$1,000
Horton, Dodie	State House of Representatives, LA	\$250
Hueso, Ben	State Senate, CA	\$400
Hunter, Mattie	State Senate, IL	\$1,000
Hurley, Fran	State House of Representatives, IL	\$500
Hutchinson, Toi	State Senate, IL	\$1,500
Huval, Michael	State House of Representatives, LA	\$250
Irwin, Jacqui	Assembly, CA	\$1,300
Ives, Jeanne	State House of Representatives, IL	\$1,000
Jackson, Katrina	State House of Representatives, LA	\$250
James, Ted	State House of Representatives, LA	\$250
Jesiel, Sheri	State House of Representatives, IL	\$1,000
Jimenez, Sara Wojcicki	State House of Representatives, IL	\$500
Johns, Ronnie	State Senate, LA	\$500
Jones, Thaddeus	State House of Representatives, IL	\$500
Jones-Sawyer, Reginald	Assembly, CA	\$1,500
Kalra, Ash	Assembly, CA	\$1,500
Kifowit, Stephanie	State House of Representatives, IL	\$750
Kiley, Kevin	Assembly, CA	\$2,000
Klausmeier, Kathy	State Senate, MD	\$500
Koehler, David	State Senate, IL	\$1,000
Lackey, Tom	Assembly, CA	\$2,000
Landek, Steve	State Senate, IL	\$1,000
Landry, Nancy	State House of Representatives, LA	\$250
Landry, Terry	State House of Representatives, LA	\$250
Lang, Lou	State House of Representatives, IL	\$2,500
Leger, Walt	State House of Representatives, LA	\$250
Leopold, Chris	State House of Representatives, LA	\$500
Lewis, Dan	Mayor of Albuquerque, NM	\$1,000
Leyva, Connie	State Senate, CA	\$200
Lightford, Kimberly	State Senate, IL	\$500
Lilly, Camille	State House of Representatives, IL	\$500
Limon, Monique	Assembly, CA	\$2,600
Link, Terry	State Senate, IL	\$500
Long, Jerry	State House of Representatives, IL	\$500
Low, Evan	Assembly, CA	\$3,550
Madigan, Michael	State House of Representatives, IL	\$10,000
Maestas, Antonio	State House of Representatives, NM	\$250
Mah, Theresa	State House of Representatives, IL	\$500
Maienschein, Brian	Assembly, CA	\$2,000
Manar, Andy	State Senate, IL	\$1,000
Manley, Natalie	State House of Representatives, IL	\$500



## Corporate Political (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Martinez, Iris	State Senate, IL	\$500
Martwick, Robert	State House of Representatives, IL	\$500
Mathis, Devon	Assembly, CA	\$2,000
Mayes, Chad	Assembly, CA	\$3,000
Mayfield, Rita	State House of Representatives, IL	\$500
McAuliffe, Michael	State House of Representatives, IL	\$1,500
McCamley, Bill	State House of Representatives, NM	\$500
McCann, Sam	State Senate, IL	\$500
McCarty, Kevin	Assembly, CA	\$1,300
McCombie, Tony	State House of Representatives, IL	\$1,500
McConchie, Daniel	State Senate, IL	\$1,000
McConnaughay, Karen	State Senate, IL	\$500
McDermed, Margo	State House of Representatives, IL	\$500
McGuire, Mike	State Senate, CA	\$400
McGuire, Patrick	State Senate, IL	\$1,100
McSweeney, David	State House of Representatives, IL	\$2,000
Medina, Jose	Assembly, CA	\$2,600
Melendez, Melissa	Assembly, CA	\$1,500
Mello, Heath	Mayor of Omaha, NE	\$1,000
Mendoza, Susana	State Comptroller, IL	\$1,500
Mendoza, Tony	State Senate, CA	\$1,000
Mitchell, Christian	State House of Representatives, IL	\$500
Mitchell, Holly	State Senate, CA	\$1,500
Monning, Bill	State Senate, CA	\$1,500
Morrell, Mike	Assembly, CA	\$2,000
Morris, Jay	State House of Representatives, LA	\$250
Morrish, Dan	State Senate, LA	\$500
Morrison, Julie	State Senate, IL	\$500
Morrison, Thomas	State House of Representatives, IL	\$500
Moylan, Marty	State House of Representatives, IL	\$500
Mullin, Kevin	Assembly, CA	\$1,500
Mulroe, John	State Senate, IL	\$1,000
Munoz, Antonio	State Senate, IL	\$2,100
Muratsuchi, Al	Assembly, CA	\$3,000
Murphy, Laura	State Senate, IL	\$500
Nadeau, Brianne	Council Member, DC	\$500
Nazarian, Adrin	Assembly, CA	\$1,300
Newman, Josh	State Senate, CA	\$4,400
Nguyen, Janet	State Senate, CA	\$3,000
Nybo, Chris	State Senate, IL	\$2,500
Oberholte, Jay	Assembly, CA	\$1,500
Oberweis, Jim	State Senate, IL	\$2,000
O'Donnell, Patrick	Assembly, CA	\$1,300

## Corporate Political (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Olsen, David	State House of Representatives, IL	\$500
Padilla, Alex	Secretary of State, CA	\$600
Pan, Richard	State Senate, CA	\$1,300
Parkhurst, Lindsay	State House of Representatives, IL	\$500
Patterson, Jim	Assembly, CA	\$2,000
Peters, Douglas	State Senate, MD	\$1,000
Phelps, Brandon	State House of Representatives, IL	\$4,000
Pierre, Vincent	State House of Representatives, LA	\$250
Pritchard, Robert	State House of Representatives, IL	\$1,500
Quirk, Bill	Assembly, CA	\$1,300
Quirk-Silva, Sharon	Assembly, CA	\$3,000
Radogno, Christine	State Senate, IL	\$5,000
Raoul, Kwame	State Senate, IL	\$1,500
Reick, Steven	State House of Representatives, IL	\$500
Reis, David	State House of Representatives, IL	\$500
Rendon, Anthony	Assembly, CA	\$1,300
Reyes, Eloise	Assembly, CA	\$2,300
Reynolds, Gene	State House of Representatives, LA	\$250
Rezin, Sue	State Senate, IL	\$2,000
Ricketts, Pete	Governor, NE	\$2,500
Ridley-Thomas, Sebastian	Assembly, CA	\$1,500
Riley, Al	State House of Representatives, IL	\$500
Robinson, Shane	Delegate, MD	\$250
Rodriguez, Freddie	Assembly, CA	\$1,400
Rooney, Thomas	State Senate, IL	\$1,000
Rose, Chapin	State Senate, IL	\$500
Roth, Richard	State Senate, CA	\$1,300
Rubio, Blanca	Assembly, CA	\$3,000
Salas, Rudy	Assembly, CA	\$1,500
Santiago, Miguel	Assembly, CA	\$3,000
Sauer, Nick	State House of Representatives, IL	\$500
Scherer, Sue	State House of Representatives, IL	\$500
Schexnayder, Clay	State House of Representatives, LA	\$500
Schimpf, Paul	State Senate, IL	\$1,000
Silverstein, Ira	State Senate, IL	\$500
Skinner, Nancy	State Senate, CA	\$1,300
Smith, Gary	State Senate, LA	\$500
Sosnowski, Joe	State House of Representatives, IL	\$1,500
Spain, Ryan	State House of Representatives, IL	\$1,500
Steans, Heather	State Senate, IL	\$500
Steinorth, Marc	Assembly, CA	\$1,500
Stern, Henry	State Senate, CA	\$1,300
Stewart, Brian	State House of Representatives, IL	\$1,000
Stone, Mark	Assembly, CA	\$1,300

Corporate Political (Continued)

State Candidates	Candidate Office	January-June 2017 Contributions
Stohtert, Jean	Mayor of Omaha, NE	\$1,000
Stuart, Katie	State House of Representatives, IL	\$1,250
Sununu, Chris	Governor, NH	\$2,000
Swanson, Daniel	State House of Representatives, IL	\$500
Syverson, Dave	State Senate, IL	\$1,000
Tabares, Silvana	State House of Representatives, IL	\$500
Thapedi, Andre	State House of Representatives, IL	\$1,000
Thurmond, Tony	Assembly, CA	\$1,500
Ting, Phil	Assembly, CA	\$3,300
Tracy, Jil	State Senate, IL	\$2,000
Trotter, Donne	State Senate, IL	\$1,500
Turner, Arthur	State House of Representatives, IL	\$500
Unes, Michael	State House of Representatives, IL	\$2,000
Van Pelt, Patricia	State Senate, IL	\$500
Vidak, Andy	State Senate, CA	\$2,200
Voepel, Randy	Assembly, CA	\$1,200
Waldron, Marie	Assembly, CA	\$2,000
Wallace, Litesa	State House of Representatives, IL	\$500
Walsh, Larry	State House of Representatives, IL	\$500
Ward, Rick	State Senate, LA	\$500
Weaver, Charles	State Senate, IL	\$500
Weber, Shirley	Assembly, CA	\$1,375
Wehrli, Grant	State House of Representatives, IL	\$500
Welch, Emanuel	State House of Representatives, IL	\$500
Welter, David	State House of Representatives, IL	\$500
Wheeler, Barbara	State House of Representatives, IL	\$500
Wheeler, Keith	State House of Representatives, IL	\$1,000
White, Jesse	Secretary of State, IL	\$1,000
Wiener, Scott	State Senate, CA	\$1,500
Willis, Kathleen	State House of Representatives, IL	\$250
Wood, Jim	Assembly, CA	\$2,600
Yingling, Sam	State House of Representatives, IL	\$250
Zalewski, Michael	State House of Representatives, IL	\$2,000

Political Action Committees (PACs)	January-June 2017 Contributions
AT&T South Carolina Political Action Committee	\$3,500
AT&T Tennessee Political Action Committee	\$65,700
BellPower PAC (FL)	\$10,000
Brian Egolf Speaker Fund (NM)	\$1,000
Business Force PC (FL)	\$3,000
Business Voice Political Committee (FL)	\$1,000

Corporate Political (Continued)

<b>Political Action Committees (PACs)</b>	<b>January-June 2017 Contributions</b>
Business Voice, Inc. (FL)	\$150
California African American PAC	\$5,000
California Asian Chamber PAC	\$5,000
California Jewish League Caucus PAC	\$2,000
California Retailers Association Good Government Council	\$7,300
ChamberPAC (CA)	\$7,500
Democrats 2018 (DE)	\$1,500
Fair PAC (CA)	\$7,300
Fighting for Florida's Families	\$3,500
First State Strong (DE)	\$2,500
Florida Grown Political Committee	\$25,000
Florida Leadership Committee	\$10,000
Florida Speaks	\$5,000
Floridians for Common Sense	\$5,000
Floridians for Opportunity	\$10,000
Georgia Chamber Political Affairs Council, Inc.	\$10,000
GOPAC	\$15,000
Innovate Florida	\$15,000
LGBT Caucus Leadership Fund (CA)	\$25,000
Road Map PAC (KS)	\$15,000
Senate Democrats PAC (KS)	\$1,000
Sunshine State Conservatives (FL)	\$10,000
TechNet California PAC	\$7,300
Voice of Florida Business Political Action Committee	\$49,000

<b>State &amp; Local Party Committees or Other Groups</b>	<b>January-June 2017 Contributions</b>
Alabama Democratic Senators, Inc.	\$2,500
Alabama Senate Republican Conference	\$2,500
California Democratic Party	\$231,941
California Republican Party	\$200,000
Coloradans For Fairness	\$2,500
Committee for a New Missouri Inc.	\$25,000
Community Leaders of America (TX)	\$10,000
Connect KC (MO)	\$2,500
Democratic Assembly Campaign Committee Housekeeping Account (NY)	\$15,000
Democratic Attorneys General Association	\$50,000
Democratic Governors Association	\$150,000
Democratic Party of New Mexico	\$1,000
Downstate Democratic Caucus (IL)	\$1,500

Corporate Political (Continued)

State & Local Party Committees or Other Groups	January-June 2017 Contributions
Florida Democratic Legislative Campaign Committee	\$30,000
Florida Republican Senatorial Campaign Committee	\$55,000
Friends of Team 46 Slate (MD)	\$250
Georgia Coalition for Job Creation, Inc.	\$25,000
Georgia House Republican Trust	\$20,000
House Republican Campaign Committee (VA)	\$3,500
House Republican Organization (IL)	\$10,000
Indiana House Democratic Caucus	\$1,000
Indiana Republican State Committee	\$2,500
Jim Justice Inaugural Committee (WV)	\$5,000
Let's Get To Work (FL)	\$50,000
Louisiana House Democratic Campaign Committee	\$10,000
Marion County Democratic Party (IN)	\$1,000
Marion County Republican Central Committee (IN)	\$1,000
Maryland Republican Party	\$5,000
New York Republican State Committee Housekeeping Account	\$26,000
New York State Democratic Senate Campaign Committee Housekeeping Account	\$5,000
New York State Republican Assembly Campaign Committee Housekeeping Account	\$2,000
New York State Senate Republican Campaign Committee Housekeeping Account	\$11,000
North Little Rock Chamber of Commerce (AR)	\$1,500
Ohio House Democratic Caucus Building Fund	\$10,000
Ohio House Republican Organizational Committee Building Fund	\$10,000
Our Colorado Values	\$2,500
Republican Attorneys General Association	\$50,000
Republican Governors Association	\$125,000
Republican Legislative Delegation Campaign Committee (LA)	\$10,000
Republican Majority Inaugural Fund (WV)	\$5,000
Republican Party of Arkansas	\$3,500
Republican Party of Florida	\$75,000
Republican Party of Texas	\$25,000
Republican Senate Campaign Committee (OH)	\$10,000
Republican State Leadership Committee	\$57,500
Republican State Senate Campaign Committee (IL)	\$5,000
Senate Democratic Victory Fund (IL)	\$10,000
Senate Majority Campaign Committee (IN)	\$1,000
Senate Majority Fund LLC (CO)	\$2,500
Shawnee County Democratic Legislative Committee (KS)	\$250
Shelby County Republican Executive Committee (AL)	\$2,500
South Carolina Democratic Party Operating Account	\$2,500
South Carolina House Republican Caucus Operating Account	\$16,500

Corporate Political (Continued)

State & Local Party Committees or Other Groups	January-June 2017 Contributions
South Carolina Legislative Black Caucus	\$7,500
South Carolina Republican Party Operating Account	\$1,000
South Carolina Senate Republican Caucus Operating Account	\$10,000
Texas Democratic Party	\$25,000
Texas Republican County Chairmen's Association	\$2,500
Values First Colorado	\$2,500
Vermont Democratic Party	\$1,000