

File No. 240166

Committee Item No. 1

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 20, 2024

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
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- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
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#### OTHER (Use back side if additional space is needed)

- Sharing Agreement 9/30/2003
- Addendum to Contract and Sharing Agreement 9/21/2017
- VA Revocable License for Non-Federal Use of Real Property 3/11/1998
- BOS Resolution No. 580-03 9/5/2003
- BOS Resolution No. 452-16 10/28/2016
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date March 14, 2024

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Sharing Agreement - Emergency Radio Communications Site - Department of Veterans  
2 Affairs, Medical Center, 4150 Clement Street - \$117,648 Initial Base Rent]

3 **Resolution approving and authorizing the Director of Property, on behalf of the City’s**  
4 **Department of Emergency Management and the Department of Technology, to execute**  
5 **a Sharing Agreement for the continued use of emergency radio telecommunications**  
6 **and associated equipment, with the Department of Veterans Affairs - Medical Center**  
7 **San Francisco at a base rent of \$117,648 per year with 3% annual rent increases**  
8 **commencing June 1, 2024, through March 31, 2029 for an initial term of five years with**  
9 **three five-year options to extend; and authorizing the Director of Property to execute**  
10 **any amendments, options to extend to the agreement term, make certain modifications**  
11 **and take certain actions that do not materially increase the obligations or liabilities to**  
12 **the City, do not materially decrease the benefits to the City and are necessary or**  
13 **advisable to effectuate the purposes of the Sharing Agreement or this Resolution.**

14  
15 WHEREAS, The City-wide Emergency Radio System serves the City’s police, fire and  
16 other local, state and federal first responders; and

17 WHEREAS, In 1997, the City and County of San Francisco Board of Supervisors  
18 approved Resolution No. 804-97 authorizing the City and County of San Francisco (the “City”)  
19 to enter into an agreement to replace its existing radio system with a new 800 MHz Radio  
20 System to benefit the City’s Police, Fire, Public Health, Sheriff, and Water and Recreation and  
21 Park Departments; and

22 WHEREAS, The Department of Veterans Affairs - Medical Center San Francisco  
23 located at 4150 Clement Street (the “VA Site”) was one of the City’s original six identified  
24 locations essential to radio coverage for the Northwest sector of the City; and

1           WHEREAS, In 1998, the City entered into a Revocable License for Non-Federal Use of  
2 Real Property with the VA to erect, maintain and operate radio communication facilities at the  
3 Medical Center; and

4           WHEREAS, The Board of Supervisors and Mayor approved Resolution No. 580-03 on  
5 August 26, 2003, retroactive to April 1, 2003, authorizing the City to enter into a license  
6 agreement with the Department of Veterans Affairs which extended the term of the agreement  
7 through March 31, 2023; and

8           WHEREAS, The Board of Supervisors and Mayor approved Resolution No. 452-16 on  
9 October 28, 2016, authorizing the Department of Emergency Management (“DEM”) and the  
10 Department of Technology (“DT”) to enter into a Purchase and Installation agreement, and a  
11 Maintenance and Support Agreement for a new City wide 800MHz Radio System with  
12 Motorola, Inc., to enhance the reliability and performance of the emergency radio network;  
13 and

14           WHEREAS, The new 800MHz Radio System Project installed new equipment at the  
15 VA site to ensure and achieve optimal radio coverage for public safety agencies within the  
16 City's boundaries; and

17           WHEREAS, The Real Estate Division (“RED”), on behalf of DEM and the DT have  
18 negotiated a new Sharing Agreement with a five-year term and three five-year options to  
19 extend and an initial base rent of \$117,648 subject to 3% annual adjustments commencing  
20 June 1, 2024, through March 31, 2029; and

21           WHEREAS, Pursuant to the Administrative Code, Section 23, a Fair Market Rent  
22 appraisal by a third-party qualified appraiser was not necessary and the Director of Property  
23 has opined that the proposed annual base rent to be at or under the fair market rate for similar  
24 sites and uses; and

25

1           WHEREAS, The City will continue to pay for all of its utilities and maintenance costs;  
2 and

3           WHEREAS, A copy of the proposed Sharing Agreement is on file with the Clerk of the  
4 Board in File No. 240166; and

5           WHEREAS, The Sharing Agreement, upon approval of this Resolution by the Board of  
6 Supervisors and the Mayor, will be on the same basic terms and conditions as the Sharing  
7 Agreement on file; now, therefore, be it

8           RESOLVED, That in accordance with the recommendation of the Director of Property,  
9 Executive Director of the Department of Emergency Management, Executive Director of the  
10 Department of Technology, and the City Attorney, the Board of Supervisors approves the  
11 Sharing Agreement and authorizes the Director of Property on behalf of the City, as Tenant, to  
12 take all actions necessary or advisable to effectuate the Sharing Agreement with Department  
13 of Veterans Affairs, as the Landlord, for 4150 Clement Street, San Francisco, California,  
14 substantially in the form on file with the Clerk of the Board of Supervisors in File No. 240166;  
15 and, be it

16           FURTHER RESOLVED, The base rent for the initial year shall be \$117,648 and  
17 thereafter subject to annual adjustments of 3% and cost of utilities; and, be it

18           FURTHER RESOVLED, The Board of Supervisors approves the Sharing Agreement in  
19 substantially the form in the Board's file and authorizes the Director of Property to execute any  
20 amendments to the Lease, options to extend to the Agreement term, and make certain  
21 modifications and take certain actions that do not materially increase the obligations or  
22 liabilities to the City, do not materially decrease the benefits to the City and are necessary or  
23 advisable to effectuate the purposes of the Sharing Agreement or this Resolution; and, be it

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

4           FURTHER RESOLVED, That within 30 days of the Sharing Agreement being fully-  
5 executed by all parties, the Director of Property shall provide the final Sharing Agreement to  
6 the Clerk of the Board for inclusion into the official file.

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Available: \$9,804.00  
(base rent for period 6/1/24 through  
6/30/24)

Fund ID:	28070
Department ID:	207933
Project ID:	10024777
Authority ID:	17582
Account ID:	530000
Activity ID:	0001

/S/  
Ben Rosenfield  
Controller

Funding for Fiscal Year 2024/2025 is  
subject to the enactment of the Annual  
Appropriation Ordinance for Fiscal Year  
2024/2025.

RECOMMENDED:

/S/  
Michael Makstman  
Interim City Chief Information Officer & Executive Director  
Department of Technology

/S/  
Mary Ellen Carroll, Executive Director  
Director of Emergency Management

/S/  
Andrico Penick, Director of Property  
Real Estate Division

**SECTION I - SHARING AGREEMENT AWARD AND ACCEPTANCE**

<b>AGREEMENT NUMBER:</b>  <b>36C26124S0005</b>	<b>EFFECTIVE</b>  <b>DATE: June 1, 2024</b>
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**SHARING AGREEMENT FOR FURNISHING USE OF  
SPACE AS AUTHORIZED UNDER 38 U.S.C. 8153**

This Sharing Agreement is entered into by the Department of Veterans Affairs, Medical Center, San Francisco, California for furnishing Use of Space as described herein, to the “SHARING PARTNER” identified below.

Agreement Award (to be completed by VA)

1. The Sharing Agreement shall be for a Base Period of five-years as specified below, with (3) five-year options for renewal, subject to the terms, conditions, cancellation, and renewal provisions contained herein.  
Base Period: 06/01/2024 – 05/31/2029  
Option Period 1: 06/01/2029 – 05/31/2034  
Option Period 2: 06/01/2034 – 05/31/2039  
Option Period 3: 06/01/2039 – 05/31/2044

2. Sharing Agreement Rates are detailed on Page 6.

3. The parties to this agreement are as follows:

<b>Requesting Facility:</b> San Francisco Veterans Affairs Health Care System 4150 Clement St. Bldg. 3 San Francisco, Ca. 94121	<b>SHARING PARTNER</b> City and County of San Francisco 25 Van Ness Ave. San Francisco, Ca. 94102
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4. The SHARING PARTNER shall forward monthly payments to the attention of the “Agent Cashier” at the VA address identified above.

5. This document is not binding on the parties unless signed below by authorized representatives of VA and SHARING PARTNER.

6. VA Authorizing Official:

a. Name and Title of VA Representative	b. Signature of VA Representative	c. Date
Timothy A. Smith Contracting Officer		

7. SHARING PARTNER Authorizing Official:

a. Name and Title of SHARING PARTNER Representative	b. Signature of SHARING PARTNER Representative	c. Date
Andrico Q. Penick Director of Property Real Estate Division City and County of San Francisco		

## SECTION II - TERMS AND CONDITIONS

The Department of Veterans Affairs, hereinafter referred to as "SFVAMC" or "VA," will provide Use of Space as described herein, to the SHARING PARTNER identified on Page 1 of this agreement.

In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

### A. AMOUNT AND TYPE OF SPACE

1. VA will furnish to SHARING PARTNER, use of the following Space: rooftops of Building 2, 6<sup>th</sup>, and 8<sup>th</sup> floors.

**Footprint Size:** Combined total of 6<sup>th</sup> and 8<sup>th</sup> Floor Rooftops (466.28 Sq. Ft)

6<sup>th</sup> Floor: 455.2 square feet of equipment

- One (252 sq. ft.) Radio Shelter
- One (308 sq. ft.) HVAC Unit
- One (191.45 sq. ft.) of Grated Walkway
- One (8.75 sq. ft.) Transformer

8<sup>th</sup> Floor: 11 square feet of equipment

- Eight (8.23 sq. ft.) Antennas
- Two (2.76 sq. ft) Microwave Dishes

**Type/Purpose:** Sharing Agreement shall permit the SHARING PARTNER to use the portion of BLDG 2, for placement, operation, maintenance, repair, of Cell Site equipment including antennas, microwave dishes, GPS, and related ancillary equipment and cables.

**Location:** VA Medical Center, 4150 Clement Street, San Francisco, CA 94121, BLDG 2 San Francisco, CA.

2. This contract provides for use of Space at SFVAMC to be used exclusively for installation of communications equipment. SHARING PARTNER shall not use the Space for any other purpose without written consent of the Contracting Officer.
3. SHARING PARTNER Space as identified above is shown on Attachment A.

### B. SERVICES, UTILITIES, MAINTENANCE:

**1. Utilities:** VA will ensure that public utilities necessary for operation, to include; electricity, gas, water and sewage are available and operable upon occupancy by SHARING PARTNER. Utilities provided to subject Space will be separately metered by VA and the cost of any utilities will be charged to SHARING PARTNER on a monthly bill of collection. VA has the right to terminate utility service to the SHARING PARTNER's telephone system facility, after non-payment by SHARING PARTNER of rental or utility charge, after VA has provided SHARING PARTNER 30 calendar days certified notice of such non-payment. Such non-payment is justification for VA cancellation of this Sharing Agreement. In accordance with Section II F. 5. SHARING PARTNER will be responsible for payment of amounts due VA, until SHARING PARTNER vacates said



premises and restores Property in accordance with Section II C.8 and corrects any Property Damage IAW Section II C. 6.

**2. Security Services:** VA Police & Security Service will provide security services to said property, however VA shall accept no liability for loss of or damage to SHARING PARTNER'S property or personal possessions.

**C. ADDITIONAL CONTRACT REQUIREMENTS:**

**1. Tenant Improvements:** VA will **not** provide any Tenant Improvements. SHARING PARTNER will be responsible for any tenant improvements required prior to or during occupancy. Such improvements will normally be limited to minor cosmetic improvements such as, general surface painting or installation/replacement of carpet. Prior to replacing carpet or floor tiles or performing any other improvements, SHARING PARTNER must notify and obtain the written approval of the VA Contracting Officer. All tenant improvements shall comply with applicable Federal, State and Local laws, statutes, regulations and Safety Codes, and applicable VA requirements as directed by the Contracting Officer. All finishes, materials, equipment, and methods must match existing, unless approved in writing by the VA Contracting Officer. Plans for any tenant improvements must be coordinated with and approved by the VA Contracting Officer prior to the SHARING PARTNER beginning such tenant improvements.

**2. Access to Space:** CCSF Technicians need to arrange access to the restricted areas in accordance with the following priority levels and actions through the listed Points of Contact. The technicians will use the issued rooftop key once escorted through restricted areas as described in Attachment B SITE ACCESS.

**3. Telecommunication and Data Equipment:** SHARING PARTNER shall be responsible for *all charges* for installation and maintenance of Telecommunication and Data equipment, lines, or services to include Telephone, Facsimile, and Internet service to include the cost of all monthly service charges. Such charges shall be billed directly to and paid for by SHARING PARTNER. Telecommunication and Data Installation shall be coordinated with the VA Information Resources Management (IRM) and Engineering Service staff.

**4. Signage:** VA will provide applicable signage for the Space. The design, materials and location of signage will be determined by VA.

**5. Damage to Space:** If the subject Space is totally destroyed by fire or other casualty (not caused by SHARING PARTNER), the contract shall be cancelled immediately with no monetary or contractual penalties to either SHARING PARTNER or the VA. VA will not be responsible for providing alternate Space. If the SHARING PARTNER causes the damage, contract shall remain in force and in effect. If VA is responsible for the fire or other casualty causing loss to SHARING PARTNER, SHARING PARTNER may make a claim for damages in accordance with the claim procedures under the Federal Tort Claims Act (62 Sta.869, 982; 28 U.S.C. 2671-2680).

**6. Property Damage:** Any property of the VA destroyed or damaged by SHARING PARTNER, incident to the use and occupation of the said property, shall be promptly repaired or replaced by SHARING PARTNER to the reasonable satisfaction of the Contracting Officer. In lieu of such repair or replacement, SHARING PARTNER shall, if so required by the Contracting Officer, pay to the VA a sum in an amount sufficient to compensate the VA for the actual loss sustained by the VA.

**7. Subleasing:** SHARING PARTNER shall not be authorized to sublease the Space.

**8. Restoration of Property:** On or before the date of expiration or cancellation of this contract SHARING PARTNER shall vacate the demised premises, remove its personal property and, at the option of VA, remove any fixtures therefrom and restore the premises to as good order and condition as that existing upon the date of commencement of the contract. Damages beyond the control of SHARING PARTNER and due to fair wear and tear excepted. In the event SHARING PARTNER fails to comply with the duties set forth in this paragraph, SHARING PARTNER shall pay to VA on demand, any sum which may have to be expended after the expiration or cancellation of this contract, to restore the premises to the condition as stated herein.

Nothing in this Agreement is intended to convey to the VA, a real property interest or personal property interest in the equipment shelter or antennas and fixtures used by SHARING PARTNER.

**9. Compliance with Laws:**

a. SHARING PARTNER shall obtain state permits and licenses where State law requires those facilities to purchase services from entities permitted/licensed by the State and maintain the same throughout the base period and all options exercised under Sharing Agreement. SHARING PARTNER will be responsible for payment of any applicable service charges and fees in obtaining such permits and licenses including but not limited to applicable FCC regulations and compliance with the Telecommunications Act of 1996. VA will cooperate with SHARING PARTNER, to the extent needed by SHARING PARTNER, in obtaining governmental approval at no expense to the VA. However, it is SHARING PARTNER's sole responsibility to obtain the appropriate permits/licenses and to pay any applicable fees.

b. SHARING PARTNER shall comply with all applicable rules, laws, ordinances, and orders regulations of the State, county, municipality, and requirements of the Federal government departments & bureaus wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

c. SHARING PARTNER shall be responsible for ensuring its operation conforms to all pertinent local, county, state and federal laws. SHARING PARTNER will not use subject Space for the sale of alcohol or firearms, gambling activities, partisan political activities, storage or processing of hazardous materials, or other activities determined improper by VA. In addition, the manufacture, distribution, dispensing, possession or use of controlled substances, alcoholic beverages or weapons is prohibited on federal property.

d. Federal Acquisition Regulation 52.222-26 Equal Opportunity (SEPT 2016) is hereby referenced and incorporated in full force. In the clause, the term "Contractor" is hereby replaced with "SHARING PARTNER".

**10. VA Access to Space:** VA will have access to the SHARING PARTNER Space 24 hours per day, 7 days per week and reserves the right to inspect the Space as necessary in order to furnish any labor, materials or equipment required to maintain the integrity and safety of the Space.

**11. SHARING PARTNER'S Property:** During the course of occupancy, all documents, records, programs, materials and other appurtenances placed by SHARING PARTNER and confined within the said Space shall remain the sole property of SHARING PARTNER or its designees. Such items will not be subject to access or possession by individuals or organizations other than those authorized by SHARING PARTNER.

## **12. RADIO TRANSMITTER INSTALLATIONS**

SHARING PARTNER shall include copies of the applicable Federal Communications Commission (FCC) operating license(s) or a certified copy of the request for such licenses(s) prior to Government allowing operation of radio transmitter facilities. SHARING PARTNER shall cease operation and eliminate any frequency interference to other communications equipment in the vicinity of the medical center or medical equipment in use at the VA medical center and will not permit its equipment or use to of Premises as a Sprint Site to cause interference with or impairment of the office, computer or communications equipment or fibrillators, electrocardiogram equipment, pagers or any other medical equipment used by the VA or any of its Agents or other SHARING PARTNERS located on, around or in the VA Medical Center.

## **13. SITE CONDITIONS AND DAMAGE**

a. Except as may be otherwise provided, no VA property shall be destroyed, displaced, or damaged by SHARING PARTNER in the exercise of the privilege granted by this agreement without prior written consent of the Contracting Officer and the express agreement of the SHARING PARTNER to replace, return, repair, and restore any such property to a condition satisfactory to the Contracting Officer upon demand. SHARING PARTNER shall conduct no mining operations nor remove any mineral substances from the premises of the VA, which are herein agreed to be used.

b. The Space shall be restored to its pre-existing condition and configuration. The SHARING PARTNER shall be responsible for all damages to VA's property caused by their negligence. Any and all repairs will be at the expense of the SHARING PARTNER.

c. SHARING PARTNER shall maintain, restore, and protect the VA premises in lieu of monetary consideration, as provided by Title 38, United States Code, section 8122, and the SHARING PARTNER shall pay to the Government on demand any sum which may have to be expended after the expiration or termination of this agreement to restore the premises to the condition required by the Contracting Officer hereof.

d. SHARING PARTNER has inspected and knows the condition of the property, and it is understood that the same is hereby used without any representation or warranty by the Government whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

e. No alterations shall be made or improvements installed in the demised premises by the SHARING PARTNER without the prior written consent of the Government.

f. The right is hereby reserved to the Government, its officers, agents, and employees to enter upon said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government and the SHARING PARTNER shall have no claim of any character on account thereof against the Government or any officer, agent, or employee thereof.

g. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the SHARING PARTNER, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to VA.

h. If Lessee Facilities should cause interference to Lessor or other lessees or tenants of Lessor located on said facility, Lessor shall notify Lessee in writing of such interference, and Lessee shall proceed to try to correct such harmful interference. If within ten (10) days from receipt of notice of interference Lessee has failed to correct such interference, the Lessor may require that Lessee cease operation of Lessee Facilities until such harmful interference can be corrected or eliminated, at which time Lessee may resume operation of Lessee Facilities. Lessor shall permit Lessee to test Lessee Facilities periodically in order to correct such harmful interference.

*(Space is left intentionally blank)*

**D. CONTRACT RATES:**

1. The following \*Contract Rates identified below shall apply:

Option Period	Year	Monthly	Annual
Base	6/1/2024 - 5/31/2025	\$ 9,804.00	\$ 117,648.00
Base	6/1/2025 - 5/31/2026	\$ 10,098.12	\$ 121,177.44
Base	6/1/2026 - 5/31/2027	\$ 10,401.06	\$ 124,812.76
Base	6/1/2027 - 5/31/2028	\$ 10,713.10	\$ 128,557.15
Base	6/1/2028 - 5/31/2029	\$ 11,034.49	\$ 132,413.86
Option Period: 1	6/1/2029 - 5/31/2030	\$ 11,365.52	\$ 136,386.28
Option Period: 1	6/1/2030 - 5/31/2031	\$ 11,706.49	\$ 140,477.86
Option Period: 1	6/1/2031 - 5/31/2032	\$ 12,057.68	\$ 144,692.20
Option Period: 1	6/1/2032 - 5/31/2033	\$ 12,419.41	\$ 149,032.97
Option Period: 1	6/1/2033 - 5/31/2034	\$ 12,792.00	\$ 153,503.96
Option Period: 2	6/1/2034 - 5/31/2035	\$ 13,175.76	\$ 158,109.07
Option Period: 2	6/1/2035 - 5/31/2036	\$ 13,571.03	\$ 162,852.35
Option Period: 2	6/1/2036 - 5/31/2037	\$ 13,978.16	\$ 167,737.92
Option Period: 2	6/1/2037 - 5/31/2038	\$ 14,397.50	\$ 172,770.05
Option Period: 2	6/1/2038 - 5/31/2039	\$ 14,829.43	\$ 177,953.16
Option Period: 3	6/1/2039 - 5/31/2040	\$ 15,274.31	\$ 183,291.75
Option Period: 3	6/1/2040 - 5/31/2041	\$ 15,732.54	\$ 188,790.50
Option Period: 3	6/1/2041 - 5/31/2042	\$ 16,204.52	\$ 194,454.22
Option Period: 3	6/1/2042 - 5/31/2043	\$ 16,690.65	\$ 200,287.84
Option Period: 3	6/1/2043 - 5/31/2044	\$ 17,191.37	\$ 206,296.48
<b>Total</b>			<b>\$ 3,161,245.82</b>

- On the above Year dates (June 1, 2024) the SHARING PARTNER shall begin paying the indicated monthly rate, in accordance with PAYMENTS Section II E.
- SHARING PARTNER shall have the right to renew this Agreement three (3) times, each for an additional five-year term, by notifying the VA in writing of its intent to renew no later than one hundred and twenty (120) calendar days prior to expiration of the initial Agreement term or any extension thereof; immediately thereafter begin good faith negotiations; and reaching agreement with VA on the rental rates for the option period's years (Option 1: 6/01/2029 through 5/31/2034 ; Option 2: 6/01/2034 through 5/31/2039; Option 3: 6/01/2039 through 5/31/2044). Exercise of a renewal option will necessitate negotiation of "fair market value rent" for the Option period year monthly rents; no other terms or conditions will be altered by such renewal. In determining fair market value monthly rent, the VA and SHARING PARTNER shall include looking at the rental rates for other antenna spaces in the vicinity. Nevertheless, the VA is not limited to basing its determination of a "fair market value" on this criterion only, but can develop or use any criteria deemed by the VA to be relevant. If the VA and SHARING PARTNER are unable to reach agreement, the SA shall be canceled by Unilateral Modification by the VA, as of the end of that current year period.

## **E. PAYMENTS**

1. Monthly payments for the base period and any and all options periods shall be made in a timely manner. Payments shall be furnished in the form of a certified or cashier's check, bank draft, US Post Office money order, or US currency, in the penal sum listed above. SHARING PARTNER shall forward monthly payments to the attention of the "**Agent Cashier**" at the address identified on the front page block #3, Section 1 – Contract Award and Acceptance.
2. If the contract commencement date is other than the first calendar day of a calendar month, or if contract cancellation is other than the last calendar day of a calendar month, the contract rate for that month shall be prorated on a daily basis, based on a thirty (30) day month.
3. Notwithstanding any other provision of this contract, unless paid as specified above, all amounts that become payable by SHARING PARTNER to the VA under this contract shall bear simple interest at the rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of first written demand, until paid.

## **F. CANCELLATION**

1. SHARING PARTNER may cancel this contract at any time by providing VA written notice at least **sixty (60) calendar days** prior to the cancellation date and vacating the premises in accordance with Section II paragraph C. 6. and 8.
2. VA reserves the right to deny provision of Space or service to SHARING PARTNER where Space or service is unavailable, or if provision of Space or service to SHARING PARTNER would deny or delay care to eligible veterans. VA agrees to notify SHARING PARTNER of any changes in availability of Space or services specified in this contract.
3. Determinations by VA concerning the availability of services and resources to be provided by VA pursuant to this contract are conclusive, binding on the parties to this contract and non-reviewable. The decision of VA not to provide any service or resource called for by this contract because of its unavailability does not constitute a breach of the contract and is not considered a cause for cancellation of the contract in whole or in part.
4. Unless as described in subparagraph 2, above, the Space is required for priority use for veteran's needs, VA may cancel this contract at any time, without incurring any liability to SHARING PARTNER, by furnishing SHARING PARTNER written notice at least **sixty (60) calendar days** prior to the cancellation date. SHARING PARTNER is responsible for payment of all services rendered by VA prior to cancellation date. VA reserves the right to occupy the premises and exclude SHARING PARTNER as of the cancellation date.
5. If this contract is cancelled by either party, SHARING PARTNER will be responsible for payment of all amounts due VA until time SHARING PARTNER vacates said premises.

6. Notwithstanding any other term or condition of the Sharing Agreement, this License is terminable by the VA upon one hundred and eighty (180) calendar days written notice to the SHARING PARTNER.

## **G. GENERAL TERMS AND CONDITIONS**

### **1. Modifications**

a. The terms described herein may be changed by written modification to this contract. Either party may request modification to this contract at any time. The VA Contracting Officer shall prepare modifications to this contract. All modifications shall be in writing and, except for cancellation, shall have the written consent of an authorized representative of the SHARING PARTNER and the VA Contracting Officer or other authorized VA representative.

b. Any oral statement or representation by any representative of the VA, changing or supplementing the contract or any condition thereof, is unauthorized and shall confer no right upon SHARING PARTNER or obligation upon VA. Furthermore, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the VA unless furnished or agreed to in writing, by the VA Contracting Officer or authorized VA representative.

### **2. Indemnification**

SHARING PARTNER shall hold harmless and indemnify VA from claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from SHARING PARTNER'S wrongful or negligent conduct in the performance of this Contract or obligations arising out of or resulting from SHARING PARTNER'S wrongful or negligent conduct in the use of the Space.

### **3. Insurance**

a. Public Liability Insurance: SHARING PARTNER shall obtain and keep in force and effect, public liability insurance coverage in the minimum amount of **\$1,000,000** per occurrence to protect the VA from third party property damage and bodily injury claims arising out of the use of the property by SHARING PARTNER. Evidence of such insurance coverage shall be furnished to the Contracting Officer prior to the SHARING PARTNER taking occupancy of said property. Notwithstanding anything to contrary above, the VA recognizes and agrees that SHARING PARTNER may self-insure for the above insurance requirements.

b. Fire Insurance: For such period as SHARING PARTNER is in possession of the premises pursuant to the provisions and conditions of this contract, SHARING PARTNER shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the Space to the full insurable value thereof. SHARING PARTNER shall procure such insurance from any responsible company or companies and shall furnish the original policy or policies or certificates of insurance to the VA. The policy or policies

evidencing such insurance shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of VA, shall be payable to SHARING PARTNER solely for the repair, restoration or replacement of the property damaged or destroyed, to be paid to VA, provided however, that the insurer, after payment of any proceeds to SHARING PARTNER in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by SHARING PARTNER. Nothing herein contained shall be construed as an obligation upon the VA to repair, restore or replace the premises or any part thereof. Notwithstanding anything to contrary above, the VA recognizes and agrees that SHARING PARTNER may self-insure for the above insurance requirements.

#### **4. Waivers of Subrogation:**

VA and the SHARING PARTNER hereby waive any right of recovery against the other due to loss of or damage to the property of either the VA or the SHARING PARTNER when such loss or damage to property arises out of the acts of GOD.

#### **6. Order of Precedence:**

The terms, conditions, and attachments included herein, including any formal written modifications, thereto, constitute the complete agreement between the parties and take precedence over any other language, oral or written.

#### **7. Default by SHARING PARTNER:**

VA may immediately cancel this agreement if any of the following conditions occur:

- a. Payments are not made in accordance with the sharing agreement.
- b. SHARING PARTNER fails to comply with the requirements of the agreement.
- c. SHARING PARTNER is negligent regarding the use and care of the premises.
- d. VA may make such cancellation, notwithstanding other parts of this contract.

#### **8. Disputes**

All disputes arising or relating to this contract shall be resolved in accordance with the following:

- a. As used herein, "claim," means a written demand or assertion by one of the parties seeking as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising, or relating to this contract.
- b. Any controversy or claim arising out of or relating to this contract on behalf of SHARING PARTNER shall be presented initially to the VA Contracting Officer for consideration. The VA will furnish a written reply on the claim to SHARING PARTNER.
- c. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled according to



the Civilian Board of Contract Appeals and or the Court of Federal Claims in accordance with the Federal Acquisition Regulation FAR 52.233-1 Disputes.

d. Any claim by SHARING PARTNER must be presented no later than 90 calendar days after cancellation or final expiration of the contract, whichever occurs earlier, otherwise SHARING PARTNER forfeits its right(s) to relief.

## **9. Governing Law**

Notwithstanding any other parts of this contract, this contract shall be governed, construed, and enforced in accordance with Federal law.

## **10. Marketing**

SHARING PARTNER shall not advertise or use any marketing material, logos, trade names, service marks, or other material belonging to the Department of Veterans Affairs or VA without the consent of VA.

## **11. VA Representatives**

a. VA will assign a Contracting Officer or other representative who will be authorized to act on behalf of VA in the following capacity: make changes to the contract provisions, including changes involving increases or decreases in contract price, and no cost changes, making changes to the scope of the contract, requiring extras other than stated in the contract, extending the time established in the contract, canceling the contract in whole or in part, or conducting price or cost negotiations for proposed contract changes. A VA Contracting Officer or other authorized representative is the only official who can bind the VA.

b. The Contracting Officer or other authorized representative reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice, or to generally oversee the technical aspects of the services provided under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation will be furnished to SHARING PARTNER upon contract award.

## **12. Relationship between the Parties**

The relationship of the parties to this Contract is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the parties is that of an independent contractor relationship.

## **13. Federal Holidays**

For the purposes of this contract, the following federal holidays shall be observed and SHARING PARTNER will not have access to the VA Contractual POC or other authorized representative for satisfaction or execution of any term of this Sharing Agreement: New Year's Day, Presidents Day, Martin Luther King's Birthday, Memorial Day, Independence

Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas.

#### **14. Authorities**

This contract is entered into under the authority of Title 38 U.S.C., Section 8153.

#### **15. Effective Date**

This Agreement will be effective on the date on that (a) is signed by both parties, the VA Contracting Officer and authorized representative of the City and County of San Francisco and (b) or a date stated in the Agreement by the Veterans Affairs when this Agreement is duly executed and delivered by the parties.

#### **16. Controllers Certification of Funds**

The terms of this Agreement are governed by and subject to the budgetary and fiscal provisions of City's Charter. Notwithstanding anything to the contrary contained in this Agreement, there will be no obligation for the payment or expenditure of money by City under this Agreement unless the Controller of the City and County of San Francisco first certifies, under Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the term of this Agreement commences, sufficient funds for the payment of rent are not appropriated, then City may terminate this Agreement, without penalty, liability, or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City will use its reasonable efforts to give VA reasonable advance notice of the termination.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE VA ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AGREEMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AGREEMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, The VA and City have executed this Agreement as of the date first above written.

**VA:**

DEPARTMENT OF VETERANS AFFAIRS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RECOMMENDED:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

City and County of San Francisco,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

**APPROVED AS TO FORM:**

DAVID, CHIU, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

ATTACHMENT A - PHOTO of CCSF  
Antenna sites and equipment



ATTACHMENT B: SITE ACCESS

Priority Level Description	
<b>1</b>	In an emergency: *Service affecting equipment failures, resulting in loss of audio or data for end users; or Any degradation of system backhaul, microwave connectivity or fiber disruption; or 50% or greater loss of DC power capacity.
<b>2</b>	In need of repairs; or Loss of Redundant capacity.
<b>3</b>	In need of maintenance: Non-Critical Failure; or Preventative Maintenance; or Software Upgrades; or Visual inspection.

Priority Level Actions		Contact
<b>1</b>	By pre-authorized City employees with as much notice as reasonably possible, given the emergency  CCSF shall provide a List of 3 Technicians who would be assigned this emergency call to have on file with the VA Police	VA Police
<b>2</b>	Pre-arranged during Normal Business Hours but with less than 24 advance notices	VA Engineering
<b>3</b>	Pre-arranged during Normal Business Hours but with not less than 48 hours advance notice	VA Engineering

Priority Level POC's	
<b>Sharing Partner</b>	Simon Williams Public Safety Radio System Manager Department of Technology, City and County of San Francisco 200 Paul Ave, Building B, San Francisco, CA, 94124 Email: <a href="mailto:Simon.Williams@sfgov.org">Simon.Williams@sfgov.org</a> Cell: 650-714-9255
<b>Sharing Partner</b>	Mar Eugenio Sr. Comm Systems Tech City and County of San Francisco Department of Technology/CRS Radio Site San Francisco, CA 415-285-1486
<b>VA POC</b>	Frank Marino Program Specialist Engineering Service SFVA HCS (cell) 415 319 1194

## SHARING AGREEMENT V261S-1583

## SECTION I - AGREEMENT AWARD AND ACCEPTANCE

AGREEMENT NUMBER: V261S-1583

EFFECTIVE DATE: April 1, 2003, subject to enactment of City's Board of Supervisors resolution

## AGREEMENT FOR FURNISHING USE OF SPACE AS AUTHORIZED UNDER 38 U.S.C. 8153

This Sharing Agreement (Agreement) is by and between the Department of Veterans Affairs Medical Center, San Francisco located at 4150 Clement Street, San Francisco, California 94121, hereinafter referred to as VA, and the City and County of San Francisco, a municipal corporation, acting by and through its Emergency Communications Department ("ECD"), hereinafter referred to SHARING PARTNER or CITY, for furnishing Use of Space as described herein.

1. The Agreement shall be for a ten (10) year period subject to the terms, conditions, cancellation, termination and extension provisions in Section II. This agreement may be renewed for up to two (2) successive five (5) year periods, as identified in Section II D.

2. This Agreement shall be effective as of April 1, 2003, subject to enactment of City's Board of Supervisor's resolution approving this Agreement on behalf of SHARING PARTNER, and execution by VA Contracting Officer and SHARING PARTNER, and shall end no later than March 31, 2013, subject to extension by options per Section II D (4).

3. Agreement Monthly Rates are detailed in Section II D.

4. The parties to this agreement are as follows:

Department of Veterans Affairs - Medical Center  
San Francisco (VA)  
4150 Clement Street  
San Francisco, CA 94121

ATTN: Director of Property  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

5. The City and County of San Francisco shall forward monthly payments to the attention of the "Agent Cashier" at the VA address identified above.

6. This document is not binding on the parties unless signed below by authorized representatives of VA and SHARING PARTNER.

7. VA Authorizing Official:

a. Name and Title of VA Representative

b. Signature of VA Representative

c. Date

~~Mark Mikus~~  
Contracting Officer

**TERRENCE W. NELSON**

*Terrence W. Nelson*

9/30/03

8. SHARING PARTNER Authorizing Official Steve Legnitto, Deputy Director of Property

a. Name and Title of SHARING PARTNER Representative

b. Signature of SHARING PARTNER Representative

c. Date

Steve Legnitto, Deputy Director of Property  
City and County of San Francisco  
Real Estate Division  
25 Van Ness Avenue, 4th Floor  
San Francisco, CA 94102

*Steve Legnitto*

9/25/2003



## SHARING AGREEMENT V261S-1583

This Sharing Agreement (Agreement) is by and between the Department of Veterans Affairs Medical Center, San Francisco located at 4150 Clement Street, San Francisco, California 94121 (VA) and the City and County of San Francisco, a municipal corporation, acting by and through its ECD (SHARING PARTNER).

## VA Agreement Point of Contact (POC):

Name: Terrence W. Nelson, Contract Specialist

Phone number: (916) 561-7530

Fax Number: (916) 561-7513

Email address: [Terrence.Nelson@med.va.gov](mailto:Terrence.Nelson@med.va.gov)

Note: All references to Contracting Officer refer to the VA Authorizing Official Identified in on Page 1, Block 7, or his/her successor.

## VA Alternate POC if T. Nelson is unavailable:

Name: R. Jolly Brown, Revenue Marketing Team Leader

Phone number: (415) 379-5556

Fax number: (415) 750-2170

Email address: [R.Jolly.Brown@med.va.gov](mailto:R.Jolly.Brown@med.va.gov)

Official Correspondence Address: San Francisco VA Medical Center  
C/O Revenue Marketing Team (90CCA)  
4150 Clement St.  
San Francisco Ca, 94121

## SHARING PARTNER Agreement Point of Contact:

Name: JoAnn Hicks

Phone number: (415) 558-3831

Fax Number: (415) 558-3841

Email address: [joann.hicks@sfgov.org](mailto:joann.hicks@sfgov.org)

## Alternate Point of Contact if POC is unavailable:

Mitchell Sutton

Phone Number: (415) 558-3811

Fax Number: (415) 558-3841

## Official Correspondence Address:

Attn: Director of Property  
City and County of San Francisco  
Real Estate Division  
25 Van Ness Ave., 4th Floor  
San Francisco, CA 94102

JoAnn Hicks  
City and County of San Francisco  
Emergency Communications Department  
1011 Turk St.  
San Francisco, CA 94102

## SHARING AGREEMENT V261S-1583

## SECTION II - TERMS AND CONDITIONS

VA will provide to Sharing Partner the right to use the Space identified below for the placement of radio communications antenna and equipment.

In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

A. AMOUNT AND TYPE OF SPACE:

1. VA will furnish to SHARING PARTNER, use of the following space:
  - a. Space: 800MHz radio communication equipment enclosure, mountings for three antenna, and utility connections as shown on Exhibits A and B attached hereto (the "Space").
  - b. Type/Purpose: Radio Communications Facility and associated antennas and equipment (RCF).
  - c. Location: Department of Veterans Affairs Medical Center San Francisco, San Francisco, CA located at 4150 Clement Street, San Francisco, CA (the "Medical Center").
2. The Space shall to be used exclusively for installation, use, maintenance and repair of the RCF. SHARING PARTNER shall not use the Space for any other purpose without written consent of the Contracting Officer.
3. The amount and type of space as identified above is delineated on the attached drawing(s) as provided by SHARING PARTNER and incorporated herein, and identified as Exhibits A and B.

B. SERVICES, UTILITIES, MAINTENANCE:

1. Utilities:
  - a. The RCF will be connected to the VA electrical grid. This connection will provide 480 Volts of electricity at 70 Amps from the 600 Amp main distribution panel in the electrical room of Building 205 of the Medical Center to the RCF. In the event of an electrical power failure, the VA shall supply power from its backup emergency generator located in Building 205. In the event electrical services are interrupted and SHARING PARTNER is thereby unable to use the RCF, then the fees due and owing hereunder shall be abated on a per diem basis for so long as the electrical services are not provided. The VA shall bear no responsibility or liability of any nature, and shall not be the subject of any claim for damage by the SHARING PARTNER, based upon the interruption of failure of the electrical service, except to the extent caused by VA and as permitted by Federal law. The VA acknowledges that SHARING PARTNER may make a claim for any such interruption in accordance with the procedures set forth below.



## SHARING AGREEMENT V261S-1583

b. The cost for electricity provided to the SHARING PARTNER RCF will be separately metered by the VA and the actual cost of that electricity will be charged to SHARING PARTNER on a monthly bill of collection. The VA will maintain in a safe, complete and organized manner all records for each year's (Year 1, Year 2, etc.) twelve months of charges, pertaining to this Agreement and all such charges paid by SHARING PARTNER pursuant to billings for that twelve month period, for the earlier of the following; 1) a period of not less than twelve (12) months beyond the completion date of that Year, or 2) for twelve (12) months beyond the expiration or termination of this Agreement. This means, for example, that if for a one-year contractual period ending May 31, 2003, the VA will maintain those records until at least May 31, 2004, but is not required to maintain those records beyond those twelve months. The VA shall reasonably make those twelve months of records available for inspection, copying and audit by City and its representatives, at City's expense.

c. VA has the right to terminate utility service to the SHARING PARTNER'S RCF after a monetary default that SHARING PARTNER fails to cure within 30 days after written notice by VA, or a non-monetary default that SHARING PARTNER fails to cure within 30 days after written notice by VA. Such breaches are justification for VA cancellation of this Agreement in accordance with Section II G. 7; provided, however, VA shall not have the right to terminate utility service in the event of a dispute between SHARING PARTNER and VA over the nature or extent of the alleged default, or if SHARING PARTNER has commenced to cure the alleged default and is proceeding to complete the curative action with reasonable diligence.

2. Security Services: VA Police & Security Service will provide security services to the Space, however VA shall accept no liability for loss of or damage to SHARING PARTNER'S property or personal possessions caused by third party intruders.

3. The VA to Maintain Utilities: The VA shall make a "reasonable effort" to repair, protect and maintain, at no cost to the City, the electricity lines and the backup generator serving the RCF. In addition, the VA shall not permit other users of the Medical Center to disturb or interfere with SHARING PARTNER'S use of the Space.

C. ADDITIONAL AGREEMENT REQUIREMENTS:

1. Facility Improvements:

a. VA will not provide any facility improvements.

b. SHARING PARTNER will be responsible for any improvements required prior to or during occupancy. Such improvements will normally be limited to minor cosmetic improvements such as, general surface painting or installation/replacement of carpet. SHARING PARTNER shall not be required to notify, or obtain the VA's prior approval, before making any alterations to the interior of the equipment enclosure.

c. All facility improvements shall comply with applicable Federal, State and Local laws, statutes, regulations and Safety Codes, and applicable VA requirements as reasonably directed by the Contracting Officer and applied in a nondiscriminatory manner. All finishes,

## SHARING AGREEMENT V261S-1583

materials, equipment and methods must match existing, unless approved in writing by the VA Contracting Officer. Plans for any exterior facility improvements, must be coordinated with and approved by the Contracting Officer prior to the SHARING PARTNER beginning such facility improvements.

2. SHARING PARTNER Access to Space: Subject to the VA Access to Space requirement Section II C.10, SHARING PARTNER will have separate key access to subject space. No other person(s) or organization(s) shall have access to the space, except in the conduct of official business as it pertains to SHARING PARTNER or matters such as SHARING PARTNER deems appropriate after full consideration of all laws and agreements governing the operation of said space. The VA shall provide to SHARING PARTNER at all times uninterrupted access to the Space to the maximum extent possible, including, without limitation, during any power outages; provided, however, that the VA may interrupt SHARING PARTNER's access in the event of an immediate threat to the Space or the Medical Center being rendered unsafe for human occupancy. If SHARING PARTNER's use of the Space or access thereto is interrupted for any reason other than SHARING PARTNER's default hereunder, and such condition continues for twenty-four (24) hours, then the rent and other fees payable hereunder shall be abated based on the extent to which such access or use is denied to SHARING PARTNER, upon receipt by VA of written notification by SHARING PARTNER, of the interruption.

3. Telecommunication and Data Equipment: SHARING PARTNER shall be responsible for all charges for installation and maintenance of Telecommunication and Data equipment, lines or services. Lines or services include Telephone, Facsimile and Internet service and the cost of all and any monthly service charges for them. Such charges shall be billed by the provider directly to and paid for by SHARING PARTNER. Telecommunication and Data Installation shall be coordinated with the VA Information Resources Management (IRM) and Engineering Service staff.

4. Signage: SHARING PARTNER is permitted to install signs as required by FCC rules and regulations. The VA has the right to determine the design, materials and location of signage, if to do so will not contravene the rules and regulations of the FCC. The cost of such signage will be included in the rental rate.

5. Election to Rebuild RCF Following Destruction: If the RCF equipment enclosure is totally destroyed by fire or other casualty, the VA will allow SHARING PARTNER forty-five (45) days within which to elect to rebuild the equipment enclosure. If SHARING PARTNER does not make the election to rebuild within the 45-day time period or if SHARING PARTNER decides not to rebuild the equipment enclosure, the Agreement shall be cancelled immediately with no monetary or contractual penalties to either SHARING PARTNER or the VA. Upon request by SHARING PARTNER, VA will make a good faith effort to obtain other suitable space at the Medical Center for SHARING PARTNER's purposes. VA's good faith effort to find suitable space does not guarantee that suitable space will be available or suitable for SHARING PARTNER's purposes. If such space is unavailable or unsuitable for SHARING PARTNER's purposes, the Agreement is cancelled unless SHARING PARTNER elects to rebuild the equipment enclosure at the Space. If SHARING PARTNER is responsible for the fire or other casualty, the Agreement shall remain in force and effect if SHARING PARTNER elects to rebuild the equipment enclosure. If VA is responsible for the fire or other casualty causing loss

## SHARING AGREEMENT V261S-1583

to SHARING PARTNER, SHARING PARTNER may make a claim for damages in accordance with the claim procedures under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. 2671-2680) as set forth below.

6. Subleasing: SHARING PARTNER understands and hereby acknowledges that this Agreement is not a leasing agreement and therefore SHARING PARTNER is not authorized to, and shall not sublease the space; provided, however, SHARING PARTNER will have the right, with notice to VA, to assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with SHARING PARTNER, including but not limited to the San Francisco Finance Corporation; or (b) any governmental or quasi-governmental agency using the Space for "non commercial" public safety communication purposes.

7. Restoration of Property:

a. On or before the date of expiration or cancellation of this Agreement, SHARING PARTNER shall vacate the Space and remove its personal property and remove any fixtures or equipment and SHARING PARTNER will restore the Space to as good order and condition as that existing upon the date of commencement of the Agreement, ordinary wear and tear and damage by casualty excepted. SHARING PARTNER has ninety (90) days after the end of the term to remove its equipment during which time, SHARING PARTNER would continue to make rental payments for the Space for so long as the equipment is not removed; provided, however, SHARING PARTNER shall not be responsible for such continued payments if the end of the term is the result of a casualty, interruption in utility service, or a default by the VA, in which case SHARING PARTNER shall have ninety (90) days to remove its equipment without any additional payment or fee. As of the date of expiration or cancellation of this Agreement, VA, without liability, has the right to terminate electrical service to the SHARING PARTNER'S RCF.

b. SHARING PARTNER is responsible for the actual cost of repair for damage sustained to the Space as a result of SHARING PARTNER removing equipment or fixtures from the Space, except for any damages beyond the control of SHARING PARTNER or due to reasonable wear and tear. In the event SHARING PARTNER fails to comply with the duties set forth in this paragraph, SHARING PARTNER shall reimburse to VA on demand, the actual cost incurred by the VA to restore the Space after the expiration or cancellation of this Agreement to the condition as stated herein.

c. Nothing in this Agreement is intended to convey to the VA, a real property interest or personal property interest in the equipment shelter or antennas and fixtures used by SHARING PARTNER. It is hereby acknowledged that all SHARING PARTNER equipment, fixtures, and personal property installed at the Space by SHARING PARTNER remains the property of SHARING PARTNER and that SHARING PARTNER will have the right to remove such equipment, fixtures and personal property, whether or not said items are considered fixtures and attachments to real property under applicable law.



## SHARING AGREEMENT V261S-1583

## 8. Compliance with Laws:

a. SHARING PARTNER is responsible for obtaining all applicable state permits and licenses for the RCF. SHARING PARTNER is responsible for payment of any applicable service charges and fees in obtaining such permits and licenses including but not limited to applicable FCC regulations and compliance with the Telecommunications Act of 1996. VA will cooperate with SHARING PARTNER in obtaining governmental approval at no expense to the VA. However, it is SHARING PARTNER's sole responsibility to obtain the appropriate permits/licenses and to pay any applicable fees.

b. SHARING PARTNER shall comply with and follow all applicable rules, laws, ordinances, orders and regulations of the State, county, and municipality unless they are inconsistent with federal law. SHARING PARTNER shall comply with and follow all requirements of the Federal government departments & bureaus wherein the Space is located, with regard to SHARING PARTNER's use of the Space and the RCF.

c. SHARING PARTNER will not use the Space for the sale of alcohol or firearms, gambling activities, partisan political activities, storage or processing of hazardous materials, or other activities determined improper by VA. In addition, the manufacture, distribution, dispensing, possession or use of controlled substances, alcoholic beverages or weapons is prohibited on federal property. Notwithstanding the foregoing, the operation of a communications facility shall not be deemed an improper activity.

d. Federal Acquisition Regulation 52.222-26 Equal Opportunity (Apr 2002) clause is hereby referenced and incorporated in full force. In the clause, the term "Contractor" is hereby replaced with "SHARING PARTNER". VA has provided a copy of this clause to SHARING PARTNER. Any activity, program or use made of the space by SHARING PARTNER shall be in compliance with the provisions of this Equal Opportunity regulation.

## 9. VA Access to Space:

a. As the Space is located on VA property, VA will have access to the Space 24 hours per day, 7 days per week and reserves the right to inspect the Space as necessary in order to furnish any labor, materials or equipment required, on an emergency basis, to maintain the integrity and safety of the Space. VA shall exercise its access rights contained in this section in a manner so as not to unduly disrupt or interfere with the operation of the RCF.

b. For non-emergency purposes, the VA will notify SHARING PARTNER within 48 hours when the VA desires access to the Space during ordinary working hours. It is within the discretion of SHARING PARTNER to provide personnel at the time in which VA had access to the Space. In the event of an emergency, the VA will notify SHARING PARTNER regarding access to the Space as soon as reasonably feasible under the circumstances. Notwithstanding the foregoing in subparagraph b., in no event shall the VA have access to SHARING PARTNER's equipment or utility cabinets, and VA shall exercise its access rights contained in this section in a manner so as not to unduly disrupt or interfere with the operation of the RCF.

## SHARING AGREEMENT V261S-1583

10. SHARING PARTNER'S Property: During the course of occupancy, all documents, records, programs, equipment, materials and other appurtenances placed by SHARING PARTNER and confined within the Space shall remain the sole property of SHARING PARTNER or its designees. Such items will not be subject to access or possession by individuals or organizations other than those authorized by SHARING PARTNER.

11. Radio Transmitter Installations and Operation:

a. SHARING PARTNER shall obtain, to the extent required by law, applicable Federal Communications Commission (FCC) operating license(s). SHARING PARTNER shall, upon request, provide to the VA a copy of such license(s) or a certified copy of the request for such licenses(s) prior to VA allowing operation of radio transmitter facilities.

b. SHARING PARTNER shall cease operation and eliminate any frequency interference to the VA's communications equipment or medical equipment in use at the Medical Center as of the date hereof, and will not permit its equipment or use of the Space as a RCF site to cause interference with or impairment of the medical communications equipment or fibrillators, electrocardiogram equipment, pagers or any other medical equipment used by the VA on, around or in the VA Medical Center. The VA will not enter into any sharing agreement after the date of this Agreement which would interfere with, or otherwise permit any third party to cause any adverse interference with, SHARING PARTNER's use of the RCF at the Space. In the event of any such interference, the CITY shall provide written notification to the VA of the interference. The VA, upon receipt of the notification will provide written and verbal notification to the interfering party, informing them of the interference with City's emergency communication facilities and requesting that they cease such interference immediately. The interfering party shall take all necessary steps to correct and eliminate the interference within a reasonable time (not to exceed 10 days) after receipt of the written VA notification. VA will use its best efforts to cause the elimination of interference within 48 hours, or as soon as possible thereafter, through use of telephone or email, as the SHARING PARTNER's equipment is for emergency purposes. However, as the other Sharing Partner's Sharing Agreements allow 10 days to eliminate interference, VA cannot guarantee or require other Sharing Partners to conform to a 48 hours time limit. If the interfering party does not eliminate the interference, within 10 days, the party shall be directed by the VA to immediately cease the operation of the equipment that is creating the interference. SHARING PARTNER shall receive rent abatement for each day of interference with the RCF, upon written notification by SHARING PARTNER to VA, of the interference.

c. If SHARING PARTNER's RCF should cause interference to VA or other existing sharing partners of VA located at the Medical Center, VA shall notify SHARING PARTNER in writing of such interference, and SHARING PARTNER shall proceed to try to correct such harmful interference. If within ten (10) days from receipt of notice of interference SHARING PARTNER has failed to correct such interference (and such interference is to the VA or a Sharing Partner of VA that located its equipment at the Medical Center before SHARING PARTNER), the VA may require that SHARING PARTNER cease operation of SHARING PARTNER's RCF until such harmful interference can be corrected or eliminated, at which time SHARING PARTNER may resume operation of SHARING PARTNER Facilities. VA shall permit SHARING PARTNER to test SHARING PARTNER Facilities periodically in order to correct such

## SHARING AGREEMENT V261S-1583

harmful interference. In the event of any interference that SHARING PARTNER cannot correct and the VA requires that SHARING PARTNER cease operations as set forth above, then SHARING PARTNER shall have the right to terminate this Agreement effective immediately, without liability for payment of rent during the period between termination and removal of the RCF, provided the SHARING PARTNER has vacated the Space within ninety (90) calendar days after receipt of written notification by VA. Otherwise, SHARING PARTNER will be liable to pay for all rent until Space is finally vacated. Nevertheless, SHARING PARTNER is liable to pay for all electricity used and billed, until the premises are vacated. As of the date of VA directed cessation of SHARING PARTNER RCF operations, VA, without liability, has the right to terminate electrical service to the SHARING PARTNER'S RCF.

d. Notwithstanding the foregoing sections IIB.12 (b) and (c), SHARING PARTNER's obligation to eliminate frequency interference with other sharing partner's communications equipment, shall not apply to other sharing partners' communications equipment installed subsequent to the VA Contracting Officer's signature date of this Agreement, unless the frequency interference is a result of, or caused by SHARING PARTNER's installing new equipment, modifying existing equipment or replacing existing equipment, subsequent to the date that the other sharing partner(s) equipment has been installed. At no time is SHARING PARTNER's equipment allowed to cause interference with or impairment of the following VA owned equipment: office equipment, computer or communications equipment or fibrillators, electrocardiogram equipment, pagers or any other medical equipment used by the VA or any of its Agents. For this Agreement, SHARING PARTNER and other sharing partners are not considered "agents" of the VA or the U. S. Government.

## 12. Site Conditions And Damage:

a. Except as may be otherwise provided, no VA property shall be destroyed, displaced, or damaged by SHARING PARTNER in the exercise of the privilege granted by this Agreement without prior written consent of the Contracting Officer. SHARING PARTNER shall conduct no mining operations nor remove any mineral substances from the premises of the VA, which are herein agreed to be used.

b. Upon termination or expiration of this Agreement, the space shall be restored to its pre-existing condition and configuration, damage by casualty and reasonable wear and tear excepted. The SHARING PARTNER shall be responsible for all damages to VA's property caused by SHARING PARTNER'S removal of its equipment. Any and all repairs will be at the expense of the SHARING PARTNER.

c. SHARING PARTNER has inspected and knows the condition of the Space, and it is understood that the same is hereby used without any representation or warranty by the Government whatsoever except as set forth in this Agreement. The VA has no obligation to make any alterations, repairs, or additions to prepare the Space for SHARING PARTNER's use at the commencement of this Agreement.

d. No alterations shall be made or improvements installed in the Space by the SHARING PARTNER without the prior written consent of the VA.





## SHARING AGREEMENT V261S-1583

e. The right is hereby reserved to the VA, its officers, agents, and employees to enter upon said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government in accordance with Section II C.10, and SHARING PARTNER shall have no claim of any character on account thereof against the Government or any officer, agent, or employee thereof, except if such entry and activity results in damage to the RCF or its operations due to the acts or negligence of the Government or any officer, agent, or employee.

f. Any use made of the Medical Center, and any construction, maintenance, repair, or other work performed in the Medical Center by SHARING PARTNER, including the installation and removal of any article or thing, shall be accomplished in a manner reasonably satisfactory to VA based upon the terms and provisions of this Agreement.

## D. AGREEMENT RENTAL RATES:

1. The following monthly Use of Space rates shall apply:

<u>Base Period</u>	<u>Year</u>	<u>Period of Term</u>	<u>Monthly Rate</u>
	Year 1:	April 1, 2003 through March 31, 2004	\$3,000
	Year 2:	April 1, 2004 through March 31, 2005	\$3,090
	Year 3:	April 1, 2005 through March 31, 2006	\$3,138
	Year 4:	April 1, 2006 through March 31, 2007	\$3,278
	Year 5:	April 1, 2007 through March 31, 2008	\$3,377
	Year 6:	April 1, 2008 through March 31, 2009	\$3,478
	Year 7:	April 1, 2009 through March 31, 2010	\$3,582
	Year 8:	April 1, 2010 through March 31, 2011	\$3,690
	Year 9:	April 1, 2011 through March 31, 2012	\$3,800
	Year 10:	April 1, 2012 through March 31, 2013	\$3,914
<b>Option 1</b>			
	Year 11:	April 1, 2013 through March 31, 2014	\$ TBD
	Year 12:	April 1, 2014 through March 31, 2015	\$ TBD
	Year 13:	April 1, 2015 through March 31, 2016	\$ TBD
	Year 14:	April 1, 2016 through March 31, 2017	\$ TBD
	Year 15:	April 1, 2017 through March 31, 2018	\$ TBD
<b>Option 2</b>			
	Year 16:	April 1, 2018 through March 31, 2019	\$ TBD
	Year 17:	April 1, 2019 through March 31, 2020	\$ TBD
	Year 18:	April 1, 2020 through March 31, 2021	\$ TBD
	Year 19:	April 1, 2021 through March 31, 2022	\$ TBD
	Year 20:	April 1, 2022 through March 31, 2023	\$ TBD

TBD means "To Be Determined by Subsequent Negotiation"

## SHARING AGREEMENT V261S-1583

2. On the above Year dates (April 1, 20XX) the SHARING PARTNER shall begin paying the indicated monthly rate, in accordance with PAYMENTS Section II E.

3. SHARING PARTNER shall have the right to renew this Agreement two (2) times, each for an additional five year term, by notifying the VA in writing of its intent to renew no later than one hundred and twenty (120) calendar days prior to expiration of the initial Agreement term or any extension thereof; immediately thereafter begin good faith negotiations; and reaching agreement with VA on the rental rates for the option period's years (Option 1: years 11 through 15; Option 2: years 16 through 20). Exercise of a renewal option will necessitate negotiation of "fair market value rent" for the Option period year monthly rents; no other terms or conditions will be altered by such renewal. In determining fair market value monthly rent, the VA and SHARING PARTNER shall include looking at the rental rates for other antenna spaces in the vicinity. Nevertheless, the VA is not limited to basing its determination of a "fair market value" on this criterion only, but can develop or use any criteria deemed by the VA to be relevant. If the VA and SHARING PARTNER are unable to reach agreement, the SA shall be cancelled by Unilateral Modification by the VA, as of the end of that current year period.

## E. PAYMENTS:

1. Monthly Use of Space payments for the base period and any and all options periods, and payment of the utility billing, shall be made by the 10th business day of every month.

2. Payment shall be in the form of a certified or Cashier's check, bank draft, US Post Office money order, SHARING PARTNER bank check, or US currency, in the Payment amount listed above. SHARING PARTNER shall forward these monthly payments to the attention of the "Agent Cashier" at the address identified on the front-page block 4, Section 1 – Agreement Award and Acceptance.

3. If the Agreement commencement date is other than the first calendar day of a calendar month, or if Agreement cancellation is other than the last calendar day of a calendar month, the Agreement rate for that month shall be prorated on a daily basis, based on a thirty (30) day month.

4. Notwithstanding any other provision of this Agreement, unless paid as specified above, all amounts that are due by SHARING PARTNER to the VA under this Agreement shall bear simple interest at the rate established by the Secretary of the Treasury as provided in Section 12 of the Contracts Disputes Act of 1978 (Public Law 95-563), from the date of written VA "Demand letter", until paid.

## F. CANCELLATION:

1. SHARING PARTNER may cancel this Agreement at any time by providing the VA Contracting Officer written notice at least sixty (60) calendar days prior to the cancellation date and SHARING PARTNER will vacate the premises in accordance with Section II paragraph C. subparagraphs 7 and 12.



## SHARING AGREEMENT V261S-1583

2. **PRIORITY USE FOR VETERANS:** The VA reserves the right to deny provision of Space or utility service to SHARING PARTNER if provision of space or utility service to SHARING PARTNER would deny, diminish, or materially delay care to eligible veterans. If requested by SHARING PARTNER, the VA will make a good faith effort to obtain alternative suitable space for SHARING PARTNER's purposes. The VA's good faith effort to find suitable space does not guarantee that suitable space will be available or suitable for SHARING PARTNER's purposes. If such space is unavailable or unsuitable for SHARING PARTNER's purposes, the Agreement shall be cancelled as set forth above. The VA agrees to notify SHARING PARTNER of any changes in availability of space or utility service specified in this Agreement.

3. Written determinations by the VA concerning the availability of Space, or alternative suitable Space and utility service to be provided by the VA pursuant to this Agreement are conclusive and binding on the parties to this Agreement and non-reviewable. The determination of the VA to not provide Space or alternative suitable Space and utility service called for by this Agreement because of its unavailability does not constitute a breach of the Agreement by VA.

4. If as described in subparagraph 2, above, the Space is required for priority use for veteran's needs, the VA may cancel this Agreement at any time, without incurring any liability to SHARING PARTNER by furnishing SHARING PARTNER a written Cancellation Notice immediately upon the VA's reasonable determination that SHARING PARTNER's continued use of the space would deny, diminish, or materially delay care to eligible veterans, but in no event less two hundred and seventy (270) calendar days prior to the cancellation date.

5. SHARING PARTNER is responsible for payment of all rents and services rendered by the VA until SHARING PARTNER ceases operations, provides the VA written notification of cessation of operations, and vacates the premises, unless SHARING PARTNER has vacated the Space within ninety (90) calendar days after cessation of operations, and prior to the cancellation date (270 days). In which case SHARING PARTNER shall be responsible only for electricity usage up to the time of cessation of operations. Otherwise, SHARING PARTNER will be liable to pay for all rent and electricity usage from the date of Cancellation Notification until Space is finally vacated. The VA agrees that it shall not serve a cancellation notice to provide the Space to an unrelated third party. VA reserves the right to occupy the Space, terminate electricity service, and exclude SHARING PARTNER as of the cancellation date.

6. Except as otherwise set forth herein, if this Agreement is cancelled by SHARING PARTNER, SHARING PARTNER will be responsible for payment of all amounts due the VA until such time SHARING PARTNER vacates the Space.

7. Notwithstanding any other term and condition of the Agreement, in the event of mobilization or national emergency which requires the VA to use the Space, the Space shall be vacated by the SHARING PARTNER and returned to the VA control by the sixtieth (60) calendar day following written notification by the Contracting Officer to the SHARING PARTNER. The SHARING PARTNER shall vacate the Space, remove the property of the SHARING PARTNER, and restore the Space as provided for in Section II C. (SITE CONDITIONS AND DAMAGE) 13 b. In the event SHARING PARTY so vacates the premises, SHARING PARTY shall not be responsible for payment of rent but must pay for all electricity used and billed for the period following the VA's termination notice.



## SHARING AGREEMENT V261S-1583

## G. GENERAL TERMS AND CONDITIONS:

## 1. Modifications:

a. The terms described herein may be changed only by written modification to this Agreement. If in agreement with the terms of the requested modification, the Contracting Officer shall prepare the modification to this Agreement. All modifications shall be in writing and, except for cancellation, shall have the written consent of an authorized representative of the SHARING PARTNER and the Contracting Officer or other authorized VA representative. The effective date of any such modification shall be the date of the last signature on the modifications, unless a specific date is stated in the modification.

b. Any oral statement or representation by any representative of the VA, changing or supplementing the Agreement or any condition thereof, is unauthorized and shall confer no obligation upon the VA or right upon SHARING PARTNER. Furthermore, no interpretation of any provision of the Agreement, including applicable performance requirements, shall be binding on the VA unless furnished or agreed to in writing, by the Contracting Officer or authorized VA representative.

c. Any oral statement or representation by any representative of SHARING PARTNER, changing or supplementing the Agreement or any condition thereof, is unauthorized and shall confer no obligation upon the SHARING PARTNER or right upon VA. Furthermore, no interpretation of any provision of the Agreement, including applicable performance requirements, shall be binding on SHARING PARTNER unless furnished or agreed to in writing, by an authorized SHARING PARTNER representative.

## 2. Claims:

a. SHARING PARTNER is a self-insured public entity. The VA may file a claim in accordance with SHARING PARTNER's practices and California law, and otherwise pursue all other available legal remedies hereunder in accordance with applicable law.

b. The VA is a self-insured entity under the Federal Tort Claims Act, 28 U.S.C. Section 1346. SHARING PARTNER may file a claim in accordance with the VA's practices and the Federal Tort Claims Act, and otherwise pursue all other available legal remedies in accordance with the Federal Tort Claims Act and applicable law.

3. Public Liability Insurance: SHARING PARTNER shall obtain and keep in force and effect, public liability insurance coverage in the minimum amount of \$1,000,000 (One Million Dollars) per occurrence to protect the VA from property damage (fire damage included) and bodily injury claims. Evidence of such insurance coverage shall be furnished to the Contracting Officer prior to the SHARING PARTNER taking occupancy of said property. Notwithstanding anything to the contrary above, the VA recognizes and agrees that SHARING PARTNER may self-insure for the above insurance requirements.

## SHARING AGREEMENT V261S-1583

4. Waivers of Subrogation: VA and the SHARING PARTNER hereby waive any right of recovery against the other due to loss of or damage to the property of either the VA or the SHARING PARTNER when such loss or damage to property arises out of the Acts of God.

5. Damage to Property: Any property of the VA destroyed or damaged by SHARING PARTNER incident to SHARING PARTNER'S use and occupation of said property shall be promptly repaired or replaced by SHARING PARTNER to the condition it was in prior to such damage. If SHARING PARTNER is unable or unwilling to so repair the property, then VA may file a claim with SHARING PARTNER and pursue all other available legal remedies in accordance with applicable law. Any property of SHARING PARTNER destroyed or damaged by the VA shall be promptly repaired or replaced by VA to the condition it was in prior to such damage. If the VA is unable or unwilling to so repair the property, then SHARING PARTNER may file a claim with the VA and pursue all other available legal remedies in accordance with the Federal Tort Claims Act and applicable law.

6. Order of Precedence: The terms, conditions of this Agreement, and exhibits included herein, including any formal written modifications, thereto, constitute the complete understanding between the parties and takes precedence over any other language, oral or written. In the event of conflict or disagreement between the Agreement and exhibits, the Agreement takes precedence.

7. Default by SHARING PARTNER:

a. In the event of breach by SHARING PARTNER, before canceling the Agreement the VA will provide SHARING PARTNER with thirty (30) days prior written notice to cure a monetary default and thirty (30) days prior written notice to cure a non-monetary default. If at the end of the thirty-day period SHARING PARTNER fails to cure the monetary default or the non-monetary default as specified herein, the VA will have the right to cancel the Agreement without further notice to SHARING PARTNER provided, however, for any no-monetary default, SHARING PARTNER will not be in default of this Agreement if SHARING PARTNER commences to cure the non-monetary default within the thirty (30) days written notice and thereafter proceeds to cure the default with reasonable diligence.

8. Disputes: All disputes arising or relating to this Agreement shall be resolved in accordance with the following:

a. As used herein, "claim," means a written demand or assertion by one of the parties seeking as a legal right, the payment of money, adjustment or interpretation of Agreement terms, or other relief, arising or relating to this Agreement.

b. Any controversy or claim arising out of or relating to this Agreement on behalf of SHARING PARTNER shall be presented initially to the Contracting Officer for consideration. The VA will furnish a written reply on the claim to SHARING PARTNER.

c. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by



## SHARING AGREEMENT V261S-1583

arbitration at the Department of Veterans Affairs (VA) Board of Contract Appeals in accordance with procedures set forth in the Alternative Means of Dispute Resolution, VA Directive 5978 and Alternative Disputes Resolution Act of 1996, and the Presidential Memorandum of May 1, 1998, and judgment upon any award rendered by the Arbitrator(s) may be entered by any Court having jurisdiction thereof.

d. Any claim by either party must be presented no later than ninety (90) calendar days after cancellation or final expiration of this Agreement, whichever occurs earlier, otherwise such party forfeits its right(s) to relief.

9. Governing Law: Notwithstanding any other parts of this Agreement, this Agreement shall be governed, construed, and enforced in accordance with Federal law and California law, however, in the event there is an unavoidable conflict between Federal and California Law, Federal Law will take precedence.

10. Marketing: SHARING PARTNER shall not advertise or use any marketing material, logos, trade names, service marks, or other material belonging to the Department of Veterans Affairs or VA without the consent of VA.

11. VA Representatives:

a. VA will assign a Contracting Officer or other representative who will be authorized to act on behalf of VA in the following capacity: make changes to the Agreement provisions, including changes involving increases or decreases in Agreement price, and no cost changes, making changes to the scope of the Agreement, requiring extras other than stated in the Agreement, extending the time established in the Agreement, canceling the Agreement in whole or in part, or conducting price or cost negotiations for proposed Agreement changes. A Contracting Officer or other authorized representative is the only official who can bind the VA.

b. The Contracting Officer or other authorized representative reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice, or to generally oversee the technical aspects of the services provided under this Agreement. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation will be furnished to SHARING PARTNER upon Agreement award.

12. Relationship between the Parties: The relationship of the parties to this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency.

13. Federal Holidays: For the purposes of this Agreement, the following federal holidays shall be observed and SHARING PARTNER will not have access to the Contracting Officer or other authorized representative for satisfaction or execution of any term of this Agreement, unless specific arrangements are made with the respective VA representative: New Year's Day, Presidents Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas.



## SHARING AGREEMENT V261S-1583

14. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

15. Authority: This Agreement is entered into under the authority of Title 38 U.S.C., Section 8153.

16. Notices: Any notice given under this Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to the addresses set forth in Section 1 above or such other address as either the VA or SHARING PARTNER may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in Section 1 above or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

17. Non-Liability of Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of the VA or of SHARING PARTNER shall be subject to any personal liability in the event of any default or breach of this Agreement or for any obligation under this Agreement.

18. MacBride Principles - Northern Ireland: The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. The VA acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

19. Controller's Certification of Funds: The terms of this Agreement shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by City under this Agreement unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the term of this Agreement commences, sufficient funds for the payment of rent and any other payments required under this Agreement are not appropriated, then City may terminate this Agreement, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give the VA reasonable advance notice of such termination.

## SHARING AGREEMENT V261S-1583

20. **Non Discrimination in City Contracts and Benefits Ordinance:** In the performance of this Agreement, the VA covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee or, any City employee working with, or applicant for employment with, the VA in any of the VA's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the VA. The VA is excepted from the requirements of Chapters 12B and 12C of the City and County of San Francisco Administrative Code for purposes of this Agreement, as evidenced by the Sole Source and Emergency Exception Waiver Request Form approved by the City's HRC.

21. **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, tropical hardwood product, virgin redwood, or virgin redwood wood products.

22. The date on which this Agreement shall become effective (the "Effective Date") and the date the new rental is applicable shall be April 1, 2003, subject to enactment of City's Board of Supervisor's resolution, in its sole and absolute discretion, approving this Agreement in accordance with all applicable laws, and mutual execution of this Agreement by the parties hereto.

23. **Notification of Limitations on Contributions:** San Francisco Campaign and Governmental Conduct Code (the "Conduct Code") Section 3.700 et seq., and San Francisco Ethics Commission Regulations 3.710(a)-1 – 3.730-1, prohibit the public officials who approved this contract from receiving (1) gifts, honoraria, emoluments or pecuniary benefits of a value in excess of \$50; (2) any employment for compensation; or (3) any campaign contributions for any elective office for a period of up to six years from individuals and entities who are "public benefit recipients" of the contract. Public benefit recipients of the contract are: (1) the individual, corporation, firm, partnership, association, or other person or entity that is a party to the contract; (2) an individual or entity that has a direct 10% equity, or direct 10% participation, or direct 10% revenue interest in that party at the time the public benefit is awarded; or (3) an individual who is a trustee, director, partner or officer of the contracting party at the time the public benefit is awarded.

The VA understands that any public official who approved this contract may not accept campaign contributions, gifts, or future employment from the VA except as provided under the Conduct Code. The VA agrees to notify any other individuals or entities that may be deemed "public benefit recipients" under the Conduct Code because of this contract. Upon request, the VA agrees to furnish, before this contract is entered into, such information as any public official approving this contract may require in order to ensure such official's compliance with the Conduct Code. Upon request, the City agrees to provide, before this contract is entered into, the VA with a list of public officials who, under the Conduct Code, approved this contract. Failure of any public official who approved this contract to abide by the Conduct Code shall not constitute a breach by either the City or the VA of this contract. Notwithstanding anything to the contrary in this contract, neither party shall have the right to terminate the contract due to any failure by the other party to provide the information described in this paragraph.



SHARING AGREEMENT V261S-1583

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE VA ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL THE CITY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS AGREEMENT AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID UNLESS SUCH A RESOLUTION IS ADOPTED IN ACCORDANCE WITH ALL APPLICABLE LAWS.

The VA and the City have executed this Agreement, in triplicate, as of the date first written above.

VA:

DEPARTMENT OF VETERANS AFFAIRS

By: Terrence W Nelson

Its: TERRENCE W. NELSON

CITY: **VA Contracting Officer**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

Steve Legnits  
Deputy Director of Property

RECOMMENDED:

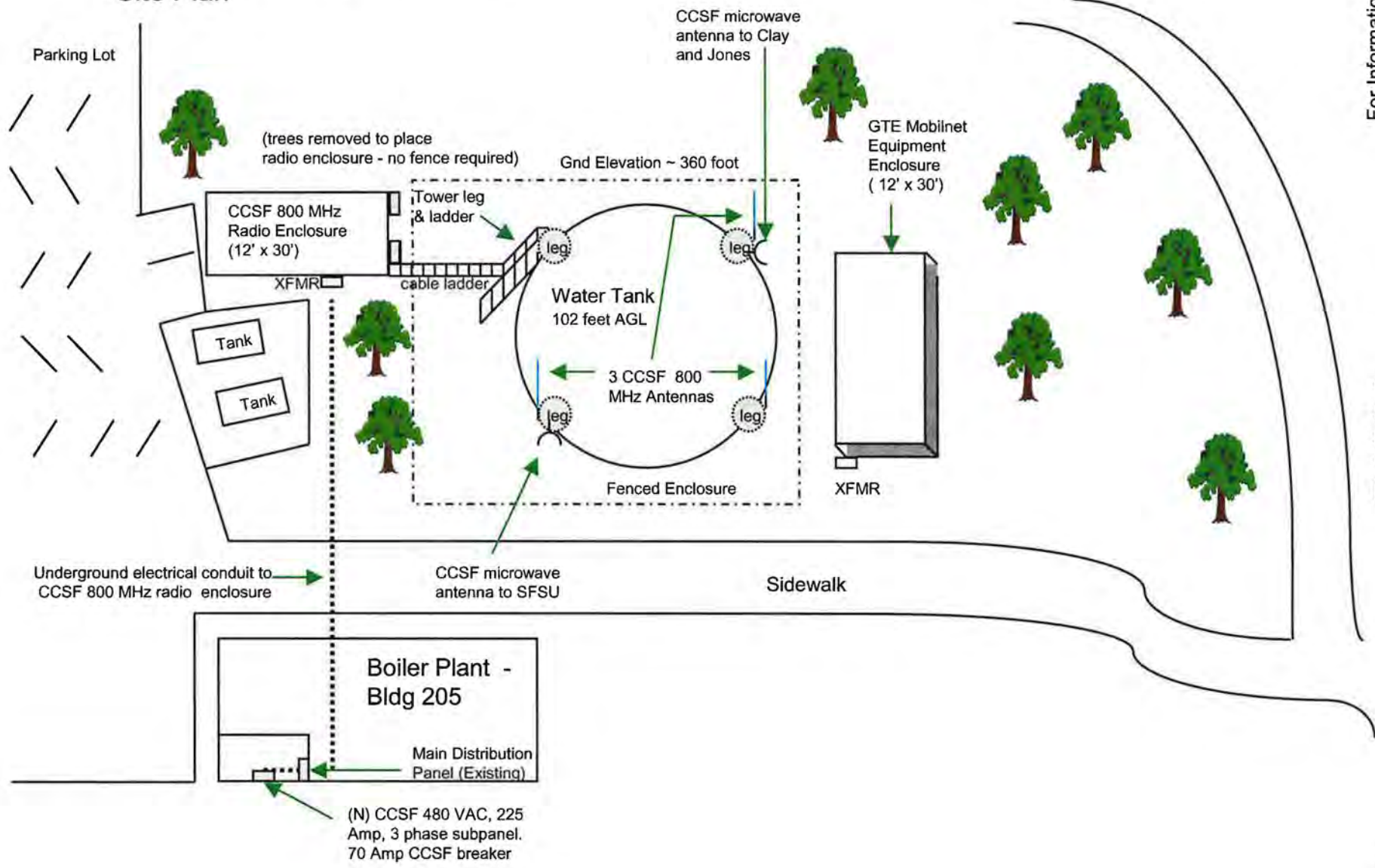
Daniela Sullivan  
Acting Executive Director  
Emergency Communications Department

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By: DJH  
Deputy City Attorney

Initial SP

# VAMC/Fort Miley Water Tank Site Plan



For Information Only  
Not to scale

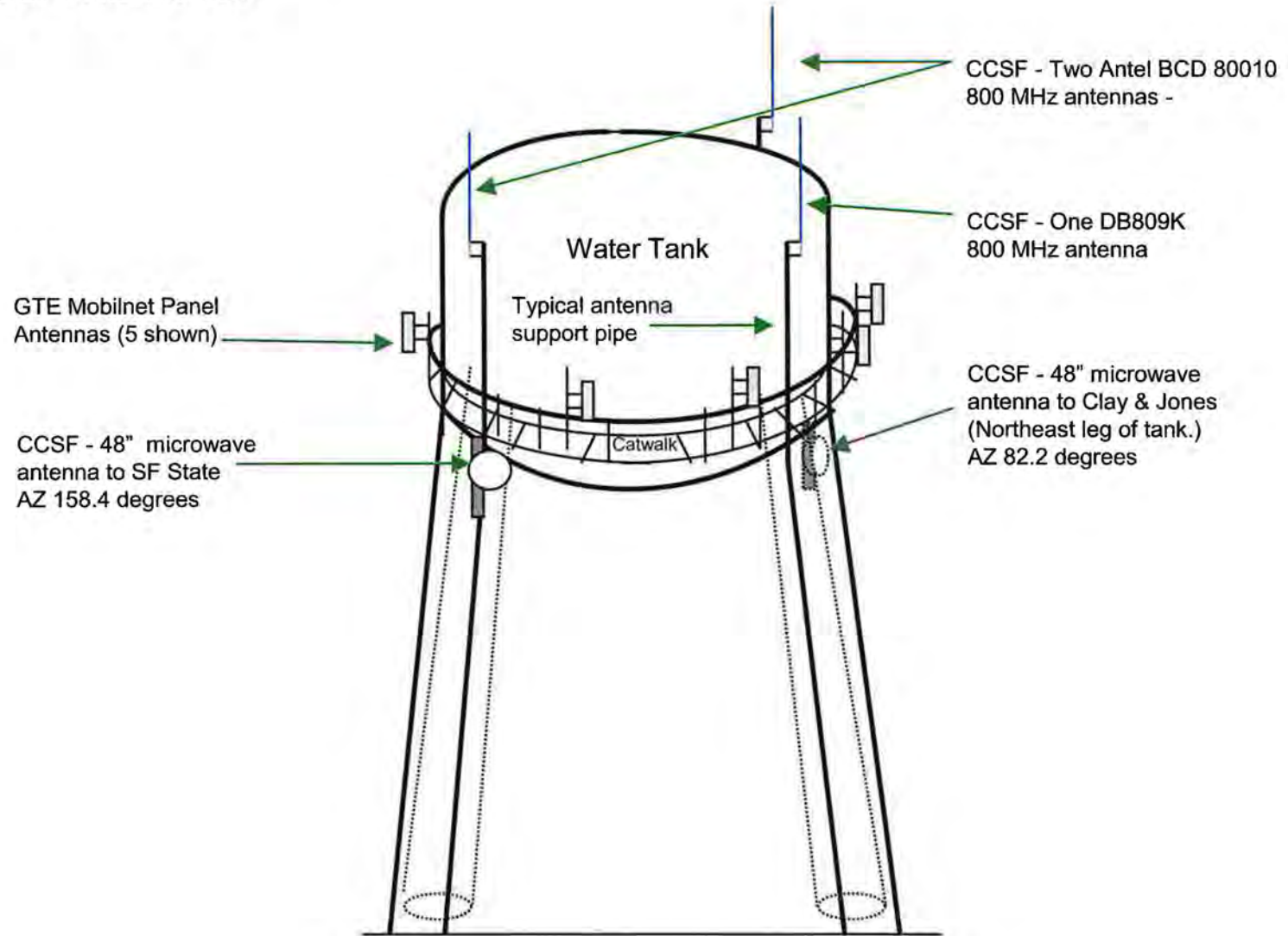
Exhibit A

VAMC

*Handwritten signature*



VAMC / Fort Miley Water Tank  
CCSF Antenna Site



South Elevation

For Information Only  
Not to scale

Exhibit B

VAMC

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO. P00001 1. CONTRACT ID CODE V261S-1853 PAGE 1 OF PAGES 11

2. AMENDMENT/MODIFICATION NUMBER P00001	3. EFFECTIVE DATE 09-01-2017	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
6. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) Network Contracting Office (NCO) 21 855 M Street, Suite 1020 Fresno CA 93721	CODE 36C261	7. ADMINISTERED BY (if other than Item 6) Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) Network Contracting Office (NOC) 21 855 M Street, Suite 1020 Fresno CA 93721	CODE 36C261

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  CITY & COUNTY OF SAN FRANCISCO, CA	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER V261S-1583
		10B. DATED (SEE ITEM 13) 04-01-2003
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Section II, Paragraph F, Subparagraph 2 of Sharing Agreement

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 \*\*\*\*\*SEE ATTACHED DOCUMENT FOR DETAILS\*\*\*\*\*

15A. NAME AND TITLE OF SIGNER (Type or print) <b>CLAUDIA S. GORHAM</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Royce Ng Branch Chief V2108L2-0182
15B. CONTRACTOR/OFFEROR <i>Claudia S. Gorham</i> (Signature of person authorized to sign)	15C. DATE SIGNED 8/9/17
16B. UNITED STATES OF AMERICA BY <i>Royce Ng</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/21/17





1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Sharing Agreement.

2. Effective Date. This Addendum shall be effective on the date (the "Addendum Effective Date") on which VA and City have each executed and delivered this Addendum, in compliance with applicable law.

3. Base Rent. Upon the Effective Date, the Base Monthly Rent shall be increased to four thousand five hundred thirty seven dollars and forty cents (\$4,537.40) beginning April 1, 2017 through March 31, 2018.

4. Relocation to Permanent Premises. City, generally at City's sole cost except as provided below and with VA's good faith cooperation, agrees to relocate the Temporary Premises (consisting of a mobile trailer and antenna as shown on the attached Exhibit A) to new permanent premises (the "Permanent Premises") in a building commonly known and numbered Building 2 of the campus at 4150 Clement Street, as shown on the attached Exhibit B which shall consist of a (i) new prefabricated shelter to house four (4) racks of new electronic equipment and batteries located on the 6th floor roof, (ii) coaxial cabling connecting the equipment shelter to the antennas routed up an existing ventilation shaft to four (4) Land Mobile Radio (LMR) omnidirectional whip antennas (15' long, 3" diameter, blue in color) and two (2) 3' microwave dish antennas (with white radome) to be mounted to the parapet of the 7th floor roof (one dish will be on the south facing parapet, and the other on the east facing parapet). All fiber shall be routed using a combination of existing VA provided underground conduit and new City provided conduit through Building 200 and Building 2, as shown on the attached Exhibit B. All cabling will be routed in the interior of the building and not visible in public right of ways. All of City's contractors and vendors performing work on or in the Permanent Premises and Building 200 shall be subject to VA's access request requirements. The City's construction contractor will install the prefabricated telecommunications shelter and all associated utility infrastructure necessary for the Permanent Premises. After completion of the Permanent Premises construction, the City's radio system contractor, will provide all professional services related to the radio system installation to the sixth floor roof, including two (2) microwave antenna and three (3) whip antenna attached to the 7th floor parapet and connection to the building grounding system. All of City's contractors and vendors shall meet VA's insurance, work rules, and other related construction requirements. All construction plans shall be subject to VA's prior review and approval. City agrees to provide Update Notice Emails with relocation schedule updates to the address set forth in Section 3.

5. Expediently Relocate to the Permanent Premises. City agrees to use good faith efforts to move expeditiously to (a) secure all permits and approvals including but not limited to State Historic Preservation Office (SHPO) approvals, as per the Programmatic Agreement dated November 25, 2014, between the US Dept. of Veterans Affairs and the California State Historic Preservation Office; (b) bid and construct the



RW



improvements to the Permanent Premises; and (c) test, and relocate the equipment from the Temporary Premises to the Permanent Premises. As soon as practically possible, City shall deliver, through Update Notice Emails (as defined below), a schedule for the relocation to the Permanent Premises and City and VA agree to meet in person or telephonically on a regularly scheduled basis to discuss the progress of relocation. Upon relocation to the Permanent Premises, City shall remove all Temporary Premises trailers, antennas and repair any damage. All plans and submissions shall be subject to VA's prior review and approval, which approval shall not be unreasonably withheld or delayed.

City further agrees to provide VA with written monthly email updates ("Update Notice Emails") of the Temporary Premises relocation schedule. Such emails shall be delivered to:

1. Frank.Marino@va.gov
2. Christopher.Brazelle@va.gov

6. Preparation of the Permanent Premises. City, at City's cost shall provide and install a 125 amp 480 volt (the "Circuit") for the new Permanent Premises equipment shelter on the 6th floor. VA will allow use of the abandoned shaft for cabling to the 7th floor antennas. City agrees to provide and install the Circuit at an electrical panel in the electrical room located on the ground floor of Building 2 as shown on Exhibit B. City will abide by VA Electrical shutdown requirements when they need to install circuit at recommended panel location. From said ground floor room, City will install all disconnects, conduits and wiring via the abandoned shaft to a City supplied 480V – 208/120V transformer on the 6th floor roof to be mounted adjacent to the Permanent Premises equipment shelter. VA will also provide use of that portion of underground conduit from "Existing" location to "Permanent" location for fiber. VA will also provide coordination/access to City contractors during construction of the Permanent Premises based upon VA's access requirements.

7. Amendments to Section II.

A. Paragraph 2. SHARING PARTNER Access to Space: of Section II C. of the Sharing Agreement is hereby amended in its entirety to read as follows:

2. SHARING PARTNER Access to Space:

a. VA shall provide emergency access to SHARING PARTNER for Priority Level 1 issues based upon VA's emergency access request process. All requests for Priority Level 2 & 3 access shall be submitted through the VA's normal business hours' access request process. Access request requirements may be amended from time to time upon VA written approval. The point of contact for such requests is Engineering Service.

Priority level	
1	In an emergency: *Service affecting equipment failures, resulting in loss of audio or data for end users; or *Any degradation of system backhaul, microwave connectivity or fiber disruption; or *50% or greater loss of DC power capacity.
2	In need of repairs; or Loss of Redundant capacity.
3	In need of maintenance: *Non Critical Failure; or *Preventative Maintenance; or *Software Upgrades; or *Visual inspection.

b. No other person(s) or organization(s) shall have access to the space, except in the conduct of official business as it pertains to SHARING PARTNER or matters such as SHARING PARTNER deems appropriate after full consideration of all laws and agreements governing the operation of said space.

c. VA may interrupt SHARING PARTNER's access in the event of an immediate threat to the Space or the Medical Center being rendered unsafe for human occupancy.

d. If SHARING PARTNER's use of the Space or access thereto is interrupted for any reason other than SHARING PARTNER's default hereunder, and such condition continues for twenty-four (24) hours, then the rent and other fees payable hereunder shall be abated based on the extent to which such access or use is denied to SHARING PARTNER, upon receipt by VA of written notification by SHARING PARTNER, of the interruption.



e. Current Points of Contact for all notices pursuant to this Paragraph 2. are set forth below. City and VA agree to provide an updated list of all preauthorized emergency service personnel in accordance with VA access request requirements:

	NAME	TITLE	PHONE	EMAIL
SHARING PARTNER	Christopher Chamberlain	Infrastructure Manager		
VA Engineering	Frank Marino Christopher Brazelle	Program Specialist Chief, Activation Section	(415) 221-4810 x 26524 (415) 221-4810 x 24956	Frank.Marino@va.gov Christopher.Brazelle@va.gov
VA Police	Dispatch, Non-Emergency		(415) 221-4810 x24400	
VA Engineering	General Information		(415) 221-4810 x22009	
General Medical Center	Information		(415) 221-4810	

f. Sharing Partner acknowledges and agrees that any Sharing Partner employee, City contractors or subcontractors operating under this Paragraph 2. will be subject to VA security screening which may include recordation of his or her fingerprints and consent to background checks at Sharing Partner's expense.

g. All Sharing Partner employees on Premises shall at all times wear City issued identification together with any additional identification or badge required by VA.

h. Both Sharing Partner and VA acknowledge and agree that either Party may substitute personnel listed in this Paragraph 2. by providing written notice to the other Party. Only employees that are on the most current VA approved list will be allowed access during and outside of normal duty hours.

B. Paragraph 9. of Section II A. of the Sharing Agreement is hereby amended by adding subparagraph c. to read as follows:

c. SHARING PARTNER will provide a separate key for their shelter to the VA for use in case of fire or other emergency within the shelter.

C. Paragraph 1. of Section II D. of the Sharing Agreement is hereby amended to read as follows:

D. AGREEMENT RENTAL RATES:

1. The following monthly use of space rates shall apply:

<u>Base Year</u>	<u>PERIOD OF TERM</u>	<u>MONTHLY RATE</u>
Option #2		Annual increases includes a three (3) percent escalation factor
Year 16	April 1, 2018 through March 31, 2019	\$4,673.22
Year 17	April 1, 2019 through March 31, 2020	\$4,813.73
Year 18	April 1, 2020 through March 31, 2021	\$4,958.14
Year 19	April 1, 2021 through March 31, 2022	\$5,106.88
Year 20	April 1, 2022 through March 31, 2023	\$5,260.09

8. Miscellaneous. Except as expressly modified herein, the terms, covenants and conditions of the Sharing Agreement shall remain unmodified and in full force and effect. The Sharing Agreement and this Addendum constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and cancels any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Addendum shall not constitute a waiver of relinquishment of any rights that VA or City may have relating to the Sharing Agreement. VA and City hereby ratify and confirm all of the provisions of the Sharing Agreement as amended by this Addendum.

9. Exhibits:

- A. Drawing/Picture - Location of Permanent Premises
- B. Equipment and Square Footage



IN WITNESS WHEREOF, VA and City have caused this Addendum to be executed effective as of the Effective Date.

VA REPRESENTATIVE:

VETERANS HEALTH ADMINISTRATION


By:   
Royce Ng  
Contracting Officer

SHARING PARTNER  
REPRESENTATIVE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

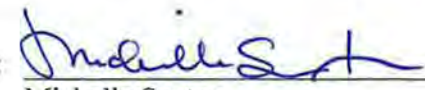
By:   
JOHN UPDIKE      ACTING DIRECTOR  
Director of Property

RECOMMENDED:

  
Director, Department of Technology

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:   
Michelle Sexton  
Deputy City Attorney

COPY

**6th Floor Roof:**

- Prefabricated communications shelter exterior area: 264 ft. sq.
- Steel grate surrounding South and East sides of shelter (including steps) total area: 185 ft. sq.
- Cable tray from shelter to shaft opening: 10 ft. sq.
- Transformer area: 16 ft. sq.
- **Total area on 6th floor roof: 475 ft. sq.**

6<sup>th</sup> FLOOR ROOF



Penthouse  
Roof Top

Imagery ©2017 Google, Map data ©2017 Google 20 ft

EXHIBIT A - Location of Permanent Premises

**Penthouse Roof top**

- Total five (5) antenna mount hardware kits mounted vertically on parapet.
- Overall vertical footprint for each is 3.5 ft. sq.
- Mounting hardware for each kit extends approx. 6 in. from the wall and are 12 in. wide.
- Cables to be run along parapet wall.
- **Total vertical area on parapet wall: 17.5 ft. sq.**

SHARING PARTNER: \_\_\_\_\_ VA: \_\_\_\_\_

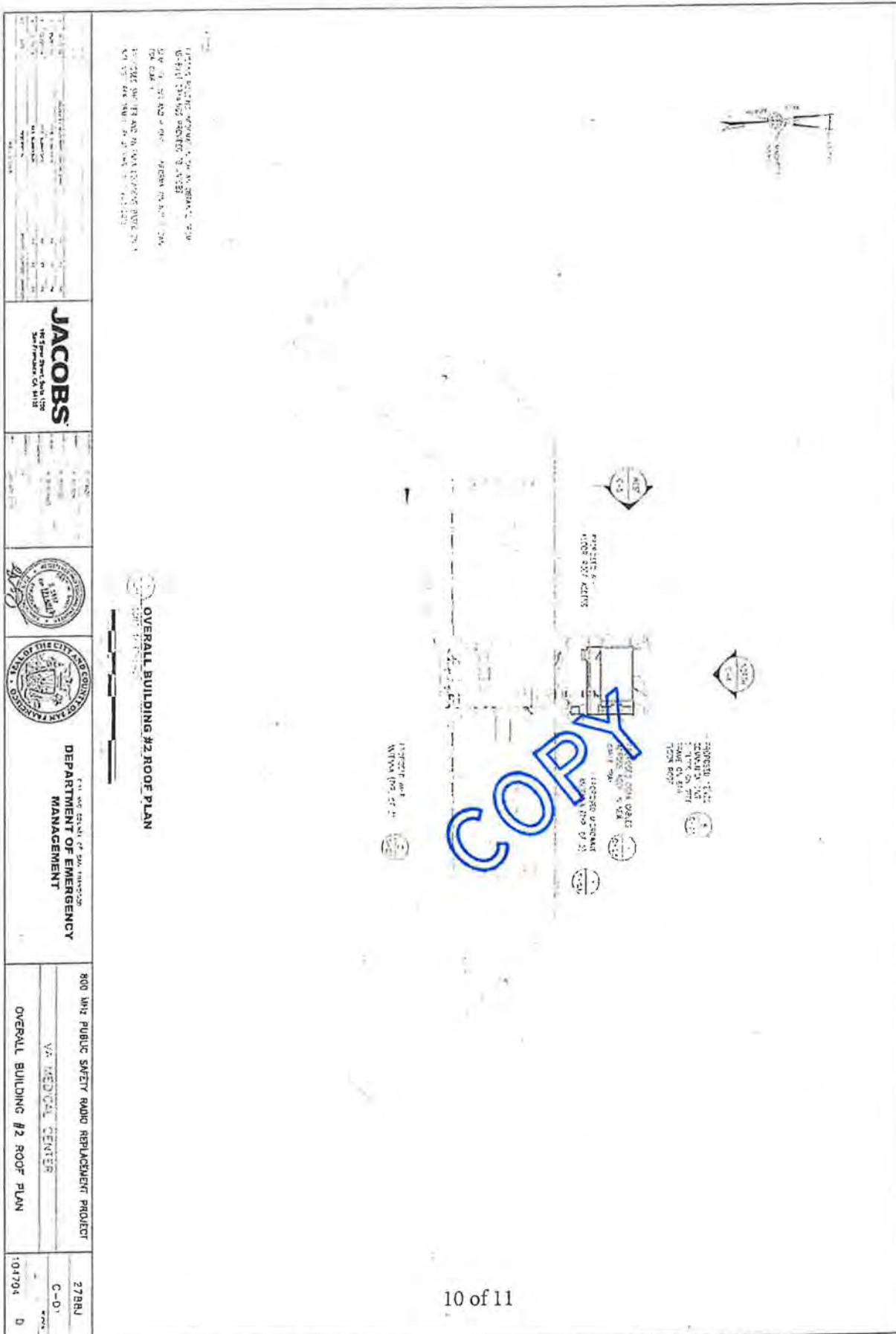
9 of 11

Sharing Agreement No.: V261S-1583

6/13/2017



# EXHIBIT A - Location of Permanent Premises



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS	10/1/04	JACOBSON	
2	ISSUED FOR CONSTRUCTION	10/1/04	JACOBSON	
3	ISSUED FOR RECORD	10/1/04	JACOBSON	



NO.	DESCRIPTION	DATE	BY	CHECKED
4	ISSUED FOR PERMITS	10/1/04	JACOBSON	
5	ISSUED FOR CONSTRUCTION	10/1/04	JACOBSON	
6	ISSUED FOR RECORD	10/1/04	JACOBSON	



DEPARTMENT OF EMERGENCY MANAGEMENT  
 1111 AND 1121 ST. N. SUITE 100  
 FALLS CHURCH, VA 22044

800 MHz PUBLIC SAFETY RADIO REPLACEMENT PROJECT  
 VA MEDICAL CENTER  
 OVERALL BUILDING #2 ROOF PLAN

278BJ  
 C-0  
 104704  
 D

# EXHIBIT B - Equipment and Square Footage

## EQUIPMENT LIST AND SQUARE FOOTAGE

### BUILDING 2

#### 6th Floor Roof:

- Prefabricated communications shelter exterior area: 264 ft. sq.
- Steel grate surrounding South and East sides of shelter (including steps) total area: 185 ft. sq.
- Cable tray from shelter to shaft opening: 10 ft. sq.
- Transformer area: 16 ft. sq.
- **Total area on 6th floor roof: 475 ft. sq.**

#### Penthouse Roof top

- Total five (5) antenna mount hardware kits mounted vertically on parapet.
- Overall vertical footprint for each is 3.5 ft. sq.
- Mounting hardware for each kit extends approx. 6 in. from the wall and are 12 in. wide.
- Cables to be run along parapet wall.
- **Total vertical area on parapet wall: 17.5 ft. sq.**

*Nothing Else Follows*

COPY



Veterans Administration

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

V662R-0015

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE <b>City and County of San Francisco</b>	3. ADDRESS OF LICENSEE <b>Real Estate Department 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102 Attn: Director of Property</b>
--	--

4. NAME AND ADDRESS OF INSTALLATION <b>DVA Medical Center 4150 Clement Street San Francisco, CA 94121</b>	5. PERIOD COVERED	
	FROM (Month, day, year) <b>April 1, 1998</b>	TO (Month, day, year) <b>March 31, 2003</b>

6. CONSIDERATION  
**Fourteen Hundred Dollars (\$1,400.00) per month.**

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof.) <b>Refer to Exhibit A attached hereto.</b>	7B. EXHIBIT(S) ATTACHED <b>A, B, C, &amp; D</b>
---	--

8. PURPOSE OF LICENSE  
**To erect, maintain and operate on property described on Exhibit A attached hereto, radio communications facilities as generally shown on Exhibits A & B.**

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS  
**NOTE: This is a Use of Space Agreement under the Expanded Sharing Authority pursuant to 38 USC section 5181 - 5183.**

VETERANS ADMINISTRATION LICENSOR	LICENSEE
DATE OF LICENSE (Month, day, year)	DATE ACCEPTED (Month, day, year) <b>3/11/98</b>
SIGNATURE(S) OF LICENSOR  <b>Daryl L. Hanson</b>	SIGNATURE(S) AND TYPED NAME OF SIGNATORY  <b>Anthony J. DeLucchi</b>
ADDRESS OF LICENSOR <b>DVA Medical Center 4150 Clement Street (90C) San Francisco, CA 94121</b>	TITLE OF SIGNATORY <b>Director of Property</b>
	TELEPHONE NO. OF LICENSEE (Including Area Code) <b>(415) 554-9875</b>

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)  
(SEAL )

(Signature)



## GENERAL CONDITIONS

- a) **COMPLIANCE.** Any use made of property affected by the License, and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Veterans Affairs.
- b) **STRUCTURES.** The Licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- c) **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this License, Licensee shall comply with all applicable State, municipal, and local laws, and the rules, orders, regulations, and requirements of Federal governmental departments and bureaus.
- d) **SANITARY CONDITIONS.** If this License gives possession of United States property, the Licensee shall at all times keep the premises in a sanitary condition satisfactory to the Veterans Affairs.
- e) **DAMAGE.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the Licensee in the exercise of the privilege granted by this License without the prior written consent of the Department of Veterans Affairs and the express agreement of the Licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to the Department of Veterans Affairs upon demand. Licensee shall conduct no mining operations nor remove any mineral substances from the Premises of the Government which are herein licensed to be used.
- f) **INDEMNIFICATION.** The Licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, that result in personal injury or death, or damage to property of others directly or indirectly due to the exercise by the Licensee of the privilege granted by this License, or any other act or omission of Licensee, including failure to comply with the obligations of said License. Licensor is a self-insured entity under the Federal Tort Claims Act, 28 U.S.C. Section 1346. Licensor agrees to accept liability for negligent acts or omissions of its employees acting within the scope and course of their employment. Licensee agrees to accept responsibility for negligent acts or omissions of its own employees.
- g) **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the site, and returned to its original location upon termination of this License, at the sole cost and expense of the Licensee, as directed by the Department of Veterans Affairs, except for removal of any property consented to in Subparagraph (e) above.

- h) **OPERATION.** The Licensee shall confine activities on the Property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of the Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- i) **NOTICE.** Following any termination of this License, any property of the Licensee installed or located on the property affected by this License shall be removed within 30 days of written notice from the Department of Veterans Affairs. Except as otherwise specifically provided in this License, any notice given under this License shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or Express Mail, return receipt requested, with postage prepaid, to: (a) Licensee at:

Real Estate Department  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Anthony J. DeLucchi,  
Director of Property  
Fax No.: (415) 554-9216

or (b) Licensor at the address and in the manner provided in Paragraph 10 of Addendum 1 attached hereto; or (c) such other address as either Licensor or Licensee may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received two (2) days after the date when it is mailed if sent by first-class, certified mail, one day after the date when it is mailed if sent by Express Mail, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telefacsimile number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

- j) **BOND.** Any bond required by this License shall be in the amount designated, executed in manner and form and with sureties satisfactory to the Department of Veterans Affairs.
- k) **EXPENSE.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by the Licensee.
- l) **NONDISCRIMINATION.** Any activity, program, or use made of the Property by the Licensee will be in compliance with the provisions of VA Form 60-2135, which is attached hereto and made a part of this revocable License by reference.

- m) **ATTEMPTED VARIATIONS:** There shall be no variations or departure from the terms of this License without prior written consent of the Department of Veterans Affairs.
  
- n) **ASSIGNMENT, REVOCATION, AND ABANDONMENT.** This License is unassignable and shall be revocable by either party within the time indicated under Paragraph l above. Notwithstanding the above, Licensee may assign this License to the City and County of San Francisco Finance Corporation or similar non-profit corporation created or controlled by the City. Upon revocation of this License or abandonment by the Licensee, at the election of Licensor, the Licensee shall restore the Property to substantially the same conditions as those existing at the time of entry, reasonable wear and damage caused by casualty excepted.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, LICENSOR ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS HAS BEEN DULY ENACTED APPROVING THIS LICENSE AND AUTHORIZING CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ENACTMENT OF SUCH A RESOLUTION, AND THIS LICENSE SHALL BE NULL AND VOID UNLESS CITY'S MAYOR AND BOARD OF SUPERVISORS APPROVE THIS LICENSE, IN THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS LICENSE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH**



**RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL  
CREATE ANY BINDING OBLIGATIONS ON CITY.**

Licensor and Licensee have executed this License, in triplicate, as of the date first written above.

LICENSOR:


UNITED STATES OF AMERICA, represented by  
the DEPARTMENT OF VETERANS AFFAIRS

By: 

Its: Contracting Officer

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

  
Director of Property *SPR*

RECOMMENDED:

  
Director

Department of Telecommunications  
and Information Services

APPROVED AS TO FORM:

LOUISE H. RENNE, City Attorney

By: 

Deputy City Attorney

Approved by:

Board of Supervisors

Resolution No. 805-97

## ADDENDUM I

This Addendum attached to and amending and supporting the License Agreement dated April 1, 1998, by and between the UNITED STATES of AMERICA represented by the DEPARTMENT OF VETERANS AFFAIRS ("Licensor" or "Veterans Affairs") and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Licensee" or "City"). This is a Use of Space Agreement under the Expanded Sharing Authority pursuant to 38 U.S.C. Sections 5181-5183.

1. This License is terminable by the Licensor when Veterans Affairs' needs arise upon one hundred eighty (180) days' notice to Licensee. The Licensee may terminate at any time by submitting written notice to the Licensor and vacating the Premises in accordance with General Conditions E.

2. Licensee shall be responsible for the termination of any radio frequency interference to other communication equipment or medical equipment in use at the VA Medical Center, San Francisco. Licensor shall not enter into any agreement with a third party which would cause any material adverse interference with Licensee's operation of its facilities.

3. Licensee shall pay to the Department of Veterans Affairs, San Francisco Affairs Medical Center the sum of One Thousand Four Hundred Dollars (\$1,400.00) per month. Licensee shall pay the first month's fee within thirty (30) days of the Effective Date, as defined in Paragraph 18 below, and pay subsequent monthly fees on the first of each month thereafter. In addition, the monthly fee shall be adjusted annually based on any change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics, which is published most immediately preceding the Adjustment Date. Such annual adjustment shall be capped at 6%. For purposes of this License, the Adjustment Date means the anniversary of the Effective Date

4. The term of this License ("Term") shall be five (5) years commencing on the Effective Date of this License, unless earlier terminated under Paragraph 1 above.

5. Licensee has the right to erect, maintain and operate on the property, described on Exhibit A attached hereto (the "Property" or "Premises") radio communications facilities, including utility lines, electronic equipment, radio transmitting and receiving antennas and microwave dishes as generally shown on Exhibit B, and supporting structures (collectively the "Licensee's Facilities"), as more particularly described on Exhibit B. Title to the Licensee Facilities shall be held by Licensee. All of Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the

right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of this License.

6. Licensor shall provide Licensee with 480 Volts AC of electricity at 70 Amps from the 600 Amp main distribution panel in the electrical room of Building 205 at the VA Medical Center. In the event of an electrical power failure, the electrical supply shall be backed-up by Licensor's emergency generator located in Building 205. Licensee shall pay Licensor, on a monthly basis, for all electricity consumed by Licensee on the Property. Licensee may install a submeter to measure such electricity. All costs associated with the installation of the equipment, fixtures or wiring to supply electricity to Licensee's Facilities, including a submeter, shall be borne by Licensee.

7. Licensee, Licensee's employees, agents and subcontractors shall have access to the Property described on Exhibit A attached hereto, following reasonable notice to Licensor, twenty-four (24) hours a day, seven (7) days a week, at no charge. Except that in the event of an emergency, Licensee is only obligated to make reasonable attempts to notify Licensor.

8. Licensor waives any lien rights it may have concerning the Licensee Facilities which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent.

9. Licensor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Licensee in the Official Records of the County where the Land is located.

10. All required payments and documents in the original, annotated with the Revocable License Number V662R-0015, shall be submitted to the following address:

Chief Fiscal Service (04)  
Department of Veterans Affairs Medical Center  
4150 Clement Street  
San Francisco, CA 94121

In addition, provide one (1) copy to the Contracting Officer (90C), 4150 Clement Street, San Francisco, CA 94121.

11. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Licensor acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

12. 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 .

13. (a) In the performance of this License, Licensor covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Licensor in any of Licensor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensor.

(b) Licensor is excepted from the requirements of Chapters 12B and 12C of the City and County of San Francisco Administrative Code for purposes of this License. City and Licensor agree that such exception from the requirements of Chapters 12B and 12C is hereby demonstrated by the completed "Sole Source and Emergency Exception Waiver Request Form" approved by HRC and attached hereto as Exhibit D.

14. The terms of this License shall be governed by and subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco. Notwithstanding anything to the contrary contained in this License unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the Charter of the City and County of San Francisco, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term of this License commences, sufficient funds for the payment of a license fee and any other payments required under this License are not appropriated for any reason, then City may terminate this License, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Licensor reasonable advance notice of such termination. City agrees that it will not fail to appropriate sufficient funds for the payment of the license fee and any other payments required hereunder for the purpose of appropriating funds for the use of similar space at another non-City site in which the City will conduct the operations then being conducted by City in the Premises.

15. Neither this License nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this License, but each and every term, covenant and condition of this License shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

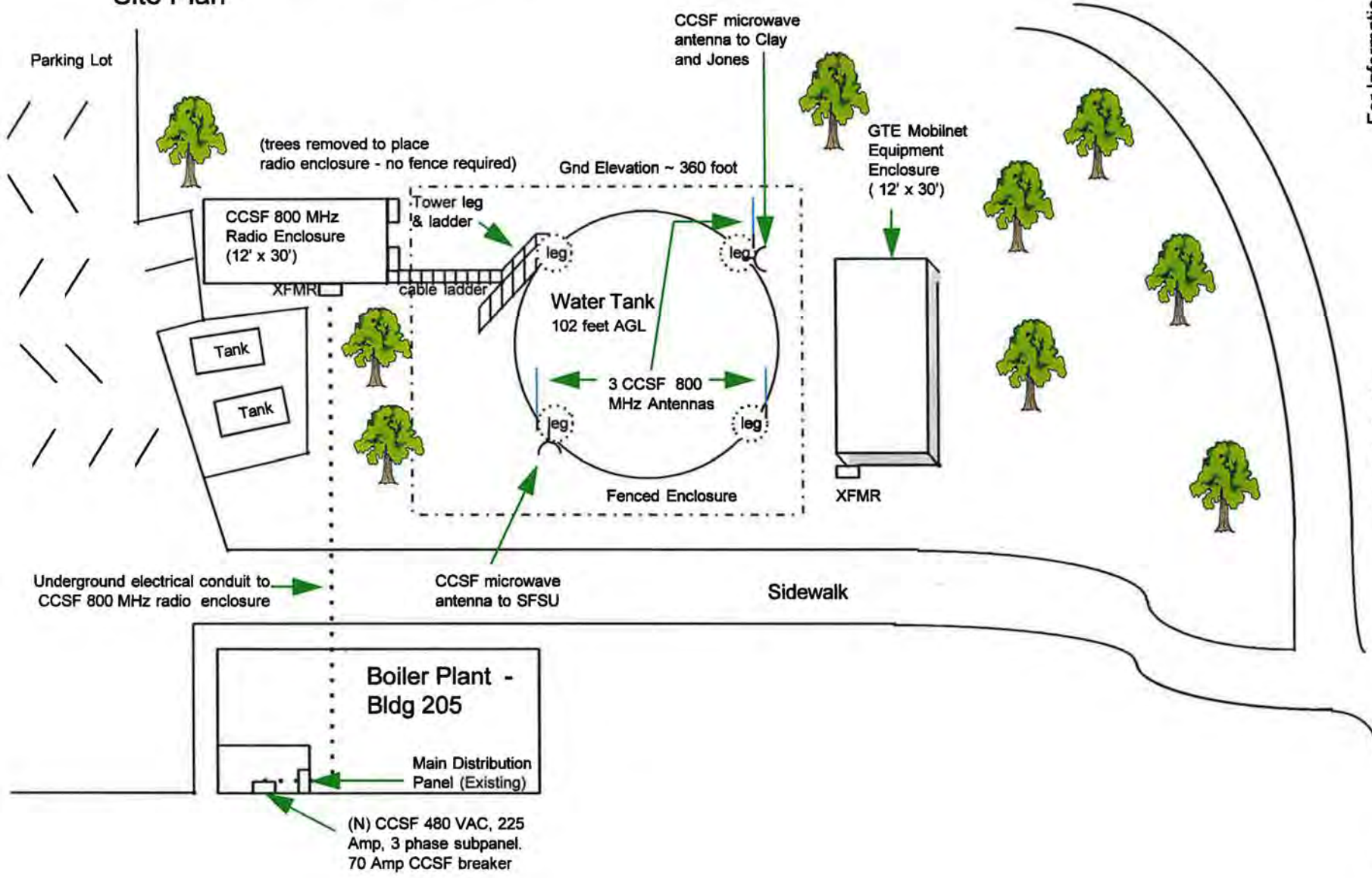


16. Each of the persons executing this License on behalf of a party does hereby represent and warrant that it is duly authorized to execute this License on behalf of the party, and that the party is duly authorized to enter into this License.

17. The parties intend that this License (including all of the attached exhibits, which are made a part of this License) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. 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.

18. The date on which this License shall become effective (the "Effective Date") is the date upon which (i) City's Mayor and Board of Supervisors enact a resolution approving this License in accordance with all applicable laws and (ii) this License is duly executed by the parties hereto.

# VAMC/Fort Miley Water Tank Site Plan

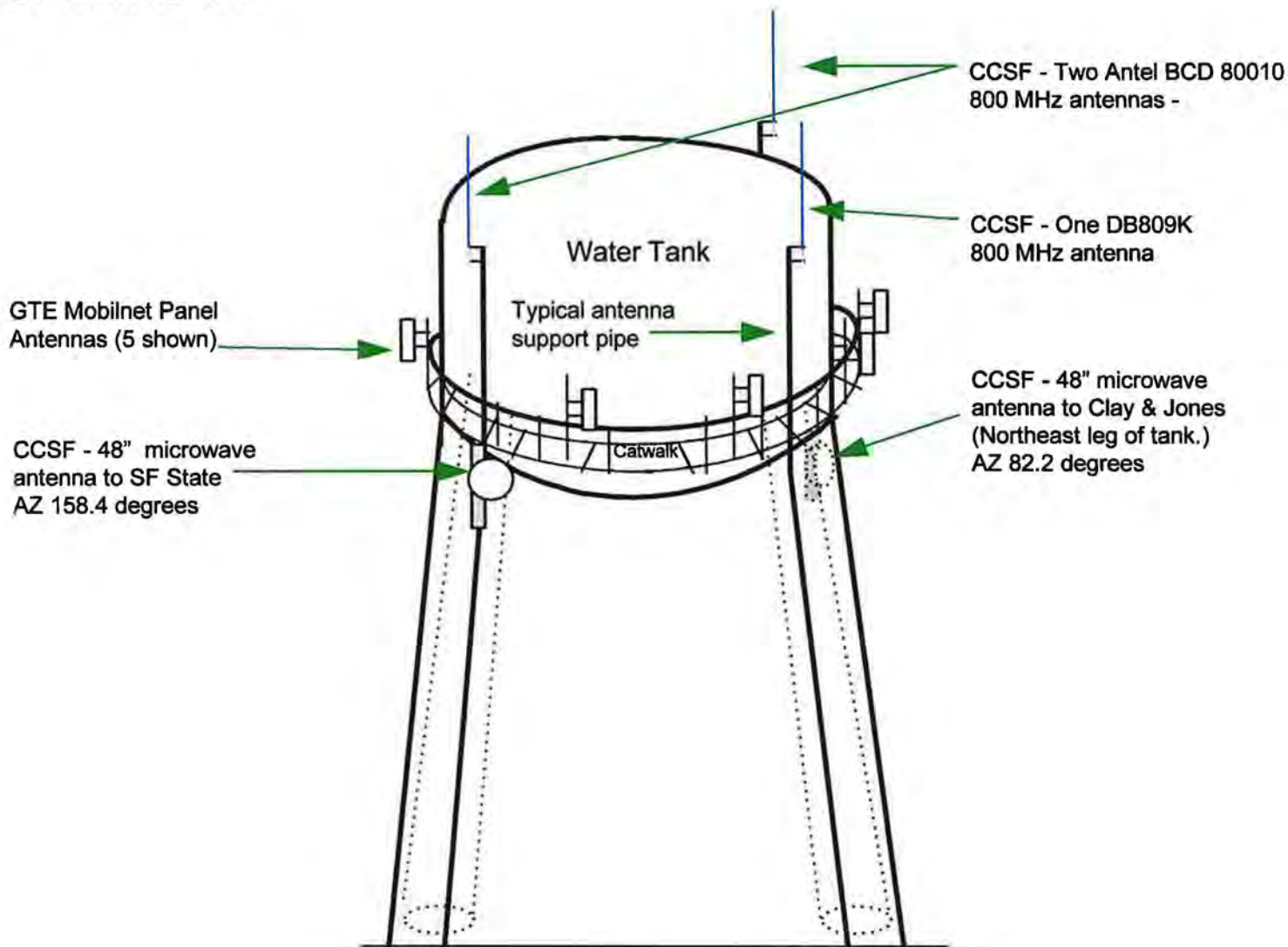


For Information Only  
Not to scale

Exhibit A

VAMC

VAMC / Fort Miley Water Tank  
CCSF Antenna Site



South Elevation

For Information Only  
Not to scale

Exhibit B

VAMC



EXHIBIT C

**MEMORANDUM OF LICENSE AGREEMENT**

This Memorandum of License Agreement is entered into on this 1st day of April, 1998, by and between DEPARTMENT OF VETERANS AFFAIRS with an address at 4150 Clement Street, Building 203, San Francisco, CA 94121 (hereinafter referred to as "Licensor") and the CITY AND COUNTY OF SAN FRANCISCO (hereinafter referred to as "Licensee"). This is a Use of Space Agreement under the Expanded Sharing Authority pursuant to 38 USC section 5181 - 5183 (VHA Directive 97-015, 3/12/97).

1. Licensor and Licensee entered into a Standard License Agreement ("Agreement") on the 1st day of April, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the License.
2. The term of the License is for five (5) years commencing on the Effective Date.
3. The Property which is the subject of the License is described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Revocable License Agreement as of the day and year first above written.

LICENSOR:

United States of America, represented  
by the DVA Medical Center, San Francisco

By: *Raymond Hanson*

Title: *Contracting Officer*

Date: *3/16/98*

LICENSEE:

City and County of San Francisco

By: *George A. De...*

Title: *DIRECTOR OF PROPERTY*

Date: *3/11/98*  
*ASR*

STATE OF California

COUNTY OF San Francisco

On 3-11-98, before me, Kathleen V. Bianchi, Notary Public, personally appeared Anthony T. De Luca personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen V. Bianchi  
Notary Public

(Seal)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

EXHIBIT D

HRC WAIVER

City and County of San Francisco



Willie Lewis Brown, Jr.  
Mayor

Human Rights Commission

Contract Compliance  
Dispute Resolution/Fair Housing  
Minority/Women/Local Business Enterprise  
Lesbian Gay Bisexual Transgender & HIV Discrimination

Martvic S. Bamba  
Executive Director

**SOLE SOURCE AND EMERGENCY EXCEPTION & WAIVER REQUEST FORM**

In addition to submitting the following information, the requesting contract awarding authority should attach additional page(s) explaining the basis upon which the request for exception is being made. (See back page for information on criteria upon which exception will be granted.)

Department: REAL ESTATE Contact Person: TERRY DOMANT  
Address: 25 VAN NESS AVE. #400, SF, CA 94102 Phone Number: (415) 551-9876  
Dept. Head Signature: [Signature] Date: 2/6/98  
Date Exception request submitted: 2/6/98 Type of Contract: LICENSE  
Date of Contract: NOT YET DATED Dollar Amount of Contract: \$100,000  
Name of Contractor: DEPT. OF VETERANS AFFAIRS Ethnicity: N.A. Sex: N.A.  
Address of Contractor: 4150 CLEMENT ST., SAN FRANCISCO, CA 94121

EXCEPTION FOR PRIME CONTRACT (please check all that apply)

Sole Source: X (non-compliance with Chapter 12B: nondiscrimination in benefits)  
Sole Source: \_\_\_\_\_ (is not an MBE or WBE pursuant to Chapter 12D)

Emergency: \_\_\_\_\_ (Chapter 12B exception)  
Emergency: \_\_\_\_\_ (Chapter 12D exception)

Waived LBE preference for contracts over 5 million dollars: \_\_\_\_\_

NOTE: Employment requirements are still in force even if a waiver is granted.

Has waiver for this contract previously been granted or denied? If yes, please give HRC action and dates: NO

HRC ACTION	
12B Waiver Granted: <u>✓</u>	12D Waiver Granted: _____
12B Waiver Denied: _____	12D Waiver Denied: _____
Reason for Action: <u>Compliance with Chapter 12B.5-1(a)(1)</u>	
HRC Staff: <u>Angela G. Galicic</u> Date: <u>2/6/98</u>	
Signature of HRC Director: <u>[Signature]</u> Date: <u>2/9/98</u>	



HRC Form 1A





1 [Real Property License Agreement]

2  
3 *8/20/03* Resolution authorizing, retroactive to April 1, 2003,  
4 **Medical Center, 4150 Clement Street, San Francisco for the Emergency**  
5 **Communications Department.**

7 WHEREAS, One of the Emergency Communications Department's ("ECD") eight  
8 City-wide 800 MHz Radio System facilities is located on the grounds of the Department of  
9 Veterans Affairs (the "VA") Medical Center; and

10 WHEREAS, The five-year term of the current license agreement between the City  
11 and County of San Francisco (the "City") and the VA for the aforementioned City-wide 800  
12 MHz Radio System facility expired on March 31, 2003 and has continued on a month-to-  
13 month basis; and

14 WHEREAS, ECD desires to continue its operation of this facility at the VA Medical  
15 Center; and

16 WHEREAS, The City and the VA have negotiated a license agreement for a term of  
17 ten (10) years commencing on April 1, 2003, with two (2) five-year options to extend the  
18 term, a copy of which is on file with the Clerk of the Board in File No. 031332 (the  
19 "License Agreement"); and

20 WHEREAS, The VA requires in the License Agreement that any disputes be first  
21 submitted to the VA Contracting Officer. In the event the parties cannot amicably resolve  
22 the matter, any claim arising out of or related to the License Agreement must be settled by  
23 arbitration at the Department of Veterans Affairs Board of Contract Appeals in accordance  
24 with procedures set forth in the Alternative Means of Dispute Resolution, VA Directive 5978  
25 and Alternative Disputes Resolution Act of 1996, and the Presidential Memorandum of May

1 1, 1998. In addition, the City has the right to pursue all other available legal remedies in  
2 accordance with the Federal Tort Claims Act and applicable law; and

3 WHEREAS, The License Agreement shall be governed, construed, and enforced in  
4 accordance with Federal law and California law, however, in the event there is a conflict  
5 between Federal and California law, Federal law will prevail; and

6 WHEREAS, On June 26, 1997, in Case No. 97.382R, the Department of City  
7 Planning adopted and issued a General Plan Consistency Finding, a copy of which is on  
8 file with the Clerk of the Board in File No. 172-97-53, wherein the Department of City  
9 Planning found that the proposed use of the property under the License Agreement is  
10 consistent with the City's General Plan and with the Eight Priority Policies under Planning  
11 Code Section 101.1 and is categorically exempt from environmental review under CEQA;  
12 now, therefore, be it

13 RESOLVED, That in accordance with the recommendations of the Acting Executive  
14 Director of ECD and the Director of Property, the Director of Property is hereby authorized  
15 on behalf of the City and County of San Francisco to enter into the License Agreement,  
16 with an initial term of ten (10) years commencing on April 1, 2003 and two extension  
17 options of five (5) years each, exercisable by the Director of Property, with the Department  
18 of Veterans Affairs, for the premises housing the City-wide 800 MHz Radio System facility  
19 located at the VA Medical Center, 4150 Clement Street, San Francisco, California, for ECD.  
20 The monthly rent shall be \$3,000 during Year 1 and shall escalate three percent (3%) each  
21 successive year of the initial term. The monthly rent during any extension term shall be the  
22 fair market value at that time, as negotiated and agreed to by the parties at that time. The  
23 City shall continue to pay for the cost of electricity; and, be it

24 FURTHER RESOLVED, That any action taken by any City employee or official with  
25 respect to the License Agreement is hereby ratified and affirmed; and, be it



1           FURTHER RESOLVED, That the Director of Property shall be authorized to enter into  
2 any additional amendments or modifications to the License Agreement, including without  
3 limitation, exhibits or improvement specifications, that the Director of Property determines, in  
4 consultation with the City Attorney, are in the best interest of the City, do not increase the rent  
5 or otherwise materially increase the obligations or liabilities of the City, are necessary or  
6 advisable to effectuate the purposes and intent of the License Agreement as amended or this  
7 resolution, and are in compliance with all applicable laws, including City's Charter.  
8

9 RECOMMENDED:

\$36,000.00 Available from  
Appropriation No.  
03011 770018

11   
12 \_\_\_\_\_  
13 Acting Executive Director  
Emergency Communications Department

  
\_\_\_\_\_  
Controller

14   
15 \_\_\_\_\_  
16 Director of Property  
17  
18  
19  
20  
21  
22  
23  
24  
25





**City and County of San Francisco**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**Tails**

**Resolution**

---

**File Number:** 031332

**Date Passed:**

Resolution authorizing, retroactive to April 1, 2003, a City-wide 800 MHz Radio System license agreement at the VA Medical Center, 4150 Clement Street, San Francisco for the Emergency Communications Department.

---

August 26, 2003 Board of Supervisors — ADOPTED

Ayes: 9 - Ammiano, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Newsom, Peskin,  
Sandoval

Excused: 2 - Daly, Dufty

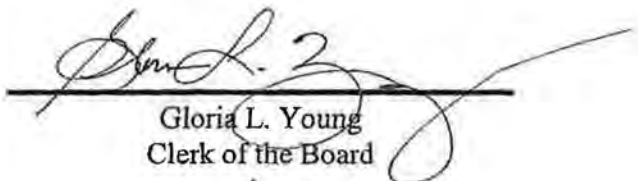
A handwritten checkmark in the bottom right corner of the page.


File No. 031332

I hereby certify that the foregoing Resolution was ADOPTED on August 26, 2003 by the Board of Supervisors of the City and County of San Francisco.

SEP 05 2003

\_\_\_\_\_  
Date Approved

  
\_\_\_\_\_  
Gloria L. Young  
Clerk of the Board

  
\_\_\_\_\_  
Mayor Willie L. Brown Jr.

File No. 031332

City and County of San Francisco  
Tails Report

2

Printed at 2:23 PM on 8/27/03



## [CITY-WIDE 800 MHZ RADIO PROJECT AGREEMENTS]

AUTHORIZING THE DIRECTOR OF PROPERTY TO ENTER INTO SEPARATE LICENSE OR LEASE AGREEMENTS WITH EACH OF AT&T COMMUNICATIONS, INC., THE CALIFORNIA STATE UNIVERSITY, ACTING THROUGH THE SAN FRANCISCO STATE UNIVERSITY, THE CITY OF DALY CITY, MOTOROLA, INC., AND ZML-ONE LIMITED PARTNERSHIP FOR THE USE OF PROPERTY FOR CITY'S 800 MHZ RADIO PROJECT AND TO ENTER INTO A LICENSE AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF VETERANS AFFAIRS, FOR THE USE OF PROPERTY FOR CITY'S 800 MHZ RADIO PROJECT, WHEREIN THE CITY WOULD AGREE TO RESOLVE ANY CONTRACT DISPUTE UNDER THE FEDERAL CONTRACT DISPUTE ACT AND TO INTERPRET THE TERMS OF THE AGREEMENT UNDER FEDERAL LAW.

WHEREAS, The City is replacing its existing radio communication system with a new 800 MHz trunked radio system (the "800 MHz Project"); and,

WHEREAS, The 800 MHz Project will benefit the City's Police, Fire, Public Health, Sheriff, Parking and Traffic, Water, and Recreation and Parks Department by enabling emergency and non-emergency communication; and,

WHEREAS, The Department of Telecommunications and Information Services has determined that to achieve optimal radio coverage, the City must install radio equipment at several key locations in and around the City; and,

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 1  
7/25/97

WHEREAS, The City has identified the following locations as essential to optimal radio coverage: (a) the building at 99 Moultrie Street, San Francisco, owned by AT&T Communications, Inc. (the "AT&T Building"), (b) the building at 1600 Holloway Street, San Francisco, owned by the California State University (the "S.F. State Building"), (c) the City of Daly City's property commonly known as the Reservoir 2B Water Tank, (d) a portion of the building at 1250 Clay Street, leased to Motorola, Inc. (the "Motorola Building"), (e) the Veterans Affairs Medical Center at 4150 Clement Street, owned by the United States of America, and (f) the building at One Market Plaza, San Francisco, ground leased to ZML-One Limited Partnership (collectively, the "800 MHz Sites"); and,

WHEREAS, The Director of Property is negotiating lease agreements with AT&T Communications, Inc., the California State University, acting through the San Francisco State University, the City of Daly City, and ZML-One Limited Partnership, and is negotiating license agreements with Motorola, Inc., and the United States of America, acting through its Veterans Affairs Department, for the right to use the 800 MHz Sites for City's 800 MHz Project; and,

WHEREAS, The negotiated agreements (the "Agreements") shall be for terms of up to 20 years, with the exception of the agreement with Daly City which shall be for a term of up to 30 years; and,

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 2  
7/25/97

1 WHEREAS, The Director of Property has determined that rent in  
2 the amount of Two Hundred Three Thousand Dollars (\$203,000) for  
3 premises at the Daly City Reservoir 2B Water Tank over term of the  
4 lease is within the acceptable range of fair market rent; and,

5 WHEREAS, The City would construct certain improvements for Daly  
6 City's use, at City's expense, at a cost of approximately Two Hundred  
7 Three Thousand Dollars (\$203,000) instead of paying rent to Daly  
8 City; and,

9 WHEREAS, By countersigned letter dated June 12, 1997, a copy of  
10 which is on file with the Clerk in File No. 172-97-53, the  
11 City of Daly City, County Government Center, Planning and Zoning  
12 Division has found that the 800 MHz Project Site at the Daly City  
13 Reservoir 2B Water Tank is exempt from San Mateo County's zoning and  
14 building regulations; and,

15 WHEREAS, The Director of Property has determined that rent in  
16 the amount of Two Hundred Seventy Thousand Dollars (\$270,000) for  
17 premises in the S.F. State Building over the term of the lease is  
18 within the acceptable range of fair market rent; and,

19 WHEREAS, For the right to occupy the S.F. State Building, City  
20 would pay rent in the amount of Two Hundred Seventy Thousand Dollars  
21 (\$270,000) to the San Francisco State University upon commencement of  
22 the lease; and,

23 WHEREAS, The Director of Property has determined that monthly  
24 rent in the amount of Four Thousand Dollars (\$4,000) for the premises  
25

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 3  
7/25/97

1 at One Market Plaza is within the acceptable range of fair market  
2 rent; and,

3 WHEREAS, The Director of Property has determined that annual  
4 rent in the amount of Four Thousand Dollars (\$4,000) is within the  
5 acceptable range of fair market rent for the premises in the AT&T  
6 Building; and,

7 WHEREAS, The Director of Property has determined that a monthly  
8 fee in the amount of One Thousand Four Hundred Dollars (\$1,400) for  
9 the use of the Veterans Affairs Medical Center is within the  
10 acceptable range of a fair license fee; and,

11 WHEREAS, The Department of Veterans Affairs would require as  
12 condition to the license agreement that the City agree that any  
13 disputes under the agreement would be adjudicated under the Contract  
14 Dispute Act (41 U.S.C. §§ 601 et seq.); and,

15 WHEREAS, Under the Contract Dispute Act, disputes would be  
16 resolved as follows: the parties would submit claims to the  
17 Contracting Officer of the Department of Veterans Affairs, the  
18 Contracting Officer would issue a decision which may be appealed to  
19 the Department of Veterans Affairs Board of Contract Appeals, which,  
20 in turn, may be appealed to the Court of Appeals of the Federal  
21 Circuit; and,

22 WHEREAS, As a further condition to entering into the license  
23 agreement, the Department of Veterans Affairs would require that the  
24  
25

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 4  
7/25/97



1 City agree that federal law shall apply to the interpretation of the  
2 agreement; and,

3 WHEREAS, The Director of Property has determined that a monthly  
4 fee in the amount of Four Thousand Four Hundred Dollars (\$4,400) for  
5 the use of property in the Motorola Building is within the acceptable  
6 range of a fair license fee; and,

7 WHEREAS, As tenant or licensee, City would be required to  
8 indemnify and defend each landlord or licensor against any claims,  
9 liability, losses or costs arising from City's use of the leased or  
10 licensed premises; and,

11 WHEREAS, On June 26, 1997, in Case No. 97.382R, the City's  
12 Planning Department found that operation of the 800 MHz Project at  
13 the 800 MHz Sites is consistent with the Eight Priority Policies of  
14 Planning Code Section 101.1 and is categorically exempted from  
15 environmental review under the California Environmental Quality Act  
16 (Cal. Pub. Res. Code Sections 21000 et seq.); and

17 WHEREAS, A copy of the Planning Department's findings is on file  
18 with the Clerk in File No. 172-97-53, and, Now, therefore, be  
19 it

20 RESOLVED, That the Board hereby adopts as its own, and  
21 incorporates by reference as though fully set forth herein, the  
22 Planning Department's findings in Case No. 97.382R, that operation of  
23 the 800 MHz Project on the 800 MHz Sites is in conformity with the  
24

25 (REAL ESTATE)

BOARD OF SUPERVISORS

Page 5  
7/25/97

5/11/97

1 Eight Priority Policies of the Planning Code Section 101.1 and is  
2 categorically exempted; and be it

3 FURTHER RESOLVED, That the Board hereby approves the inclusion  
4 of a clause in the license agreement with the United States of  
5 America subjecting contract disputes to the Contract Dispute Act; and  
6 be it


7 FURTHER RESOLVED, That the Board hereby approves the inclusion  
8 of a clause in the license agreement with the United States of  
9 America subjecting the license to interpretation under federal law;  
10 and be it

11 FURTHER RESOLVED, That the Board hereby authorizes the Director  
12 of Property to enter into Agreements, in a form to be approved by the  
13 City Attorney, for the terms, rent, fees, and indemnification as set  
14 forth above; and be it

15 FURTHER RESOLVED, That all actions heretofore taken by the  
16 officers and agents of the City with regard to the Agreements are  
17 hereby approved, confirmed and ratified.

18 RECOMMENDED:

19   
20 Director of Property

21   
22 General Manager  
23 Department of Telecommunications and  
24 Information Services (DTIS) -- Division of Telecommunications  
25 for Director, DTIS

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 6  
7/25/97

5/11/97

Anthony Delucchi  
Director of Property  
Real Estate Dept.  
25 Van Ness  
Suite 400  
(71)

Adopted - Board of Supervisors, San Francisco August 25, 1997

Ayes: Supervisors Ammiano Bierman Brown Katz Kaufman Leal  
Medina Newsom Yaki Yee

Absent: Supervisor Teng

I hereby certify that the foregoing resolution  
was adopted by the Board of Supervisors  
of the City and County of San Francisco

File No.  
172-97-53

8/25/97  
Date Approved

  
ACTING Clerk  
  
Mayor

1 [Real Property License Agreement]

2 , retroactive to April 1, 2003,

3 Resolution authorizing a City-wide 800 MHz Radio System license agreement at the VA  
4 Medical Center, 4150 Clement Street, San Francisco for the Emergency  
5 Communications Department.

6  
7 WHEREAS, One of the Emergency Communications Department's ("ECD") eight  
8 City-wide 800 MHz Radio System facilities is located on the grounds of the Department of  
9 Veterans Affairs (the "VA") Medical Center; and

10 WHEREAS, The five-year term of the current license agreement between the City  
11 and County of San Francisco (the "City") and the VA for the aforementioned City-wide 800  
12 MHz Radio System facility expired on March 31, 2003 and has continued on a month-to-  
13 month basis; and

14 WHEREAS, ECD desires to continue its operation of this facility at the VA Medical  
15 Center; and

16 WHEREAS, The City and the VA have negotiated a license agreement for a term of  
17 ten (10) years commencing on April 1, 2003, with two (2) five-year options to extend the  
18 term, a copy of which is on file with the Clerk of the Board in File No. 031332 (the  
19 "License Agreement"); and

20 WHEREAS, The VA requires in the License Agreement that any disputes be first  
21 submitted to the VA Contracting Officer. In the event the parties cannot amicably resolve  
22 the matter, any claim arising out of or related to the License Agreement must be settled by  
23 arbitration at the Department of Veterans Affairs Board of Contract Appeals in accordance  
24 with procedures set forth in the Alternative Means of Dispute Resolution, VA Directive 5978  
25 and Alternative Disputes Resolution Act of 1996, and the Presidential Memorandum of May

1 1, 1998. In addition, the City has the right to pursue all other available legal remedies in  
2 accordance with the Federal Tort Claims Act and applicable law; and

3 WHEREAS, The License Agreement shall be governed, construed, and enforced in  
4 accordance with Federal law and California law, however, in the event there is a conflict  
5 between Federal and California law, Federal law will prevail; and

6 WHEREAS, On June 26, 1997, in Case No. 97.382R, the Department of City  
7 Planning adopted and issued a General Plan Consistency Finding, a copy of which is on  
8 file with the Clerk of the Board in File No. 172-97-53, wherein the Department of City  
9 Planning found that the proposed use of the property under the License Agreement is  
10 consistent with the City's General Plan and with the Eight Priority Policies under Planning  
11 Code Section 101.1 and is categorically exempt from environmental review under CEQA;  
12 now, therefore, be it

13 RESOLVED, That in accordance with the recommendations of the Acting Executive  
14 Director of ECD and the Director of Property, the Director of Property is hereby authorized  
15 on behalf of the City and County of San Francisco to enter into the License Agreement,  
16 with an initial term of ten (10) years commencing on April 1, 2003 and two extension  
17 options of five (5) years each, exercisable by the Director of Property, with the Department  
18 of Veterans Affairs, for the premises housing the City-wide 800 MHz Radio System facility  
19 located at the VA Medical Center, 4150 Clement Street, San Francisco, California, for ECD.  
20 The monthly rent shall be \$3,000 during Year 1 and shall escalate three percent (3%) each  
21 successive year of the initial term. The monthly rent during any extension term shall be the  
22 fair market value at that time, as negotiated and agreed to by the parties at that time. The  
23 City shall continue to pay for the cost of electricity; and, be it

24 FURTHER RESOLVED, That any action taken by any City employee or official with  
25 respect to the License Agreement is hereby ratified and affirmed; and, be it

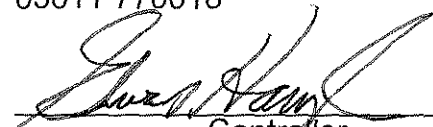


1 FURTHER RESOLVED, That the Director of Property shall be authorized to enter into  
2 any additional amendments or modifications to the License Agreement, including without  
3 limitation, exhibits or improvement specifications, that the Director of Property determines, in  
4 consultation with the City Attorney, are in the best interest of the City, do not increase the rent  
5 or otherwise materially increase the obligations or liabilities of the City, are necessary or  
6 advisable to effectuate the purposes and intent of the License Agreement as amended or this  
7 resolution, and are in compliance with all applicable laws, including City's Charter.

8  
9 RECOMMENDED:

\$36,000.00 Available from  
Appropriation No.  
03011 770018

10  
11   
12 \_\_\_\_\_  
13 Acting Executive Director  
Emergency Communications Department

  
\_\_\_\_\_   
Controller

14   
15 \_\_\_\_\_  
16 Director of Property



# City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

## Tails Resolution

---

**File Number:** 031332

**Date Passed:**

Resolution authorizing, retroactive to April 1, 2003, a City-wide 800 MHz Radio System license agreement at the VA Medical Center, 4150 Clement Street, San Francisco for the Emergency Communications Department.

---

August 26, 2003 Board of Supervisors — ADOPTED

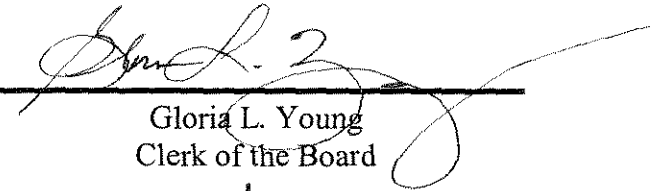
Ayes: 9 - Ammiano, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Newsom, Peskin,  
Sandoval

Excused: 2 - Daly, Dufty

File No. 031332

I hereby certify that the foregoing Resolution was ADOPTED on August 26, 2003 by the Board of Supervisors of the City and County of San Francisco.

SEP 05 2003

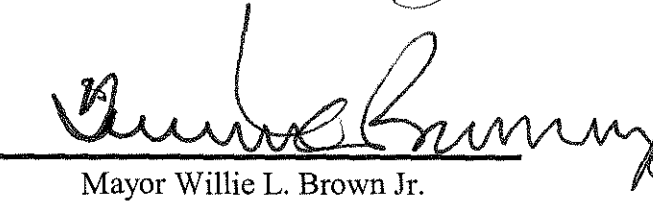


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Gloria L. Young  
Clerk of the Board

---

Date Approved



---

Mayor Willie L. Brown Jr.

1 [Agreements - Motorola, Inc. - Public Safety Radio System Project; Partial Financing - Total  
2 Amount Not to Exceed \$76,000,000]

3 **Resolution authorizing the Department of Emergency Management and the Department**  
4 **of Technology to enter into a Purchase and Installation Agreement, and a Maintenance**  
5 **and Support Agreement for a Citywide 800 MHz Radio System with Motorola, Inc., for a**  
6 **total amount not to exceed \$76,000,000 with the term of the Purchase and Installation**  
7 **Agreement to commence following Board approval through June 30, 2021, and the term**  
8 **of the Maintenance and Support Agreement to commence following Board approval**  
9 **through September 1, 2035; and to authorize the Director of the Office of Public**  
10 **Finance to procure financing for a portion of the costs of the system through the State**  
11 **of California Department of General Services Golden State Financial Marketplace**  
12 **Program in an amount not to exceed \$35,000,000; and determining other matters as**  
13 **defined herein.**

14  
15 WHEREAS, The Department of Emergency Management and the Department of  
16 Technology (Departments) jointly operate and maintain an 800 MHz radio system that is used  
17 by the City's public safety agencies; and

18 WHEREAS, The City also operates and maintains a radio system that is used for non-  
19 emergency public services; and

20 WHEREAS, The current public safety radio system was purchased in 1997 and has  
21 been in operation since 2000 and is at the end of its service life; and

22 WHEREAS, The Departments developed a detailed plan to procure an integrated  
23 citywide network to combine the City's public safety network with the public service network  
24 (System); and



1           WHEREAS, On June 8, 2015, the Departments issued a Request for Proposals (RFP)  
2 for the System, and vendors submitted their proposals for the purchase, installation,  
3 maintenance, and support of the proposed system; such documents can be found on file with  
4 the Clerk of the Board of Supervisors in File No. 160967, which is hereby declared to be a  
5 part of this resolution as if set forth fully herein; and

6           WHEREAS, On December 1, 2015, the City selected Motorola as the highest qualified  
7 scorer for the purchase, installation, maintenance, and support pursuant to the RFP, and the  
8 Departments commenced negotiations; such documents can be found on file with the Clerk of  
9 the Board of Supervisors in File No. 160967, which is hereby declared to be a part of this  
10 resolution as if set forth fully herein; and

11           WHEREAS; The System will consist of ten radio sites, nine dispatch sites, and radio  
12 support equipment at city agencies including those not networked within the current system  
13 such as the San Francisco Airport, and provide coverage throughout the City and into San  
14 Mateo County; and

15           WHEREAS, It will integrate all city agencies and significantly enhance the reliability and  
16 performance of the entire network; and

17           WHEREAS, Most of the proposed radio sites are currently used for the old system and  
18 are owned by the City; others are located on private property leased by the City for other  
19 communication facilities; and

20           WHEREAS, The Department of Emergency Management ("DEM") plans to work with  
21 the Real Estate Division and other City Departments as applicable to seek all necessary  
22 approvals for the sites, including negotiating leases with private entities and seeking  
23 approvals from City and private entities for use of their sites; and

24           WHEREAS, The Department has negotiated two related agreements with Motorola to  
25 be entered into concurrently; the Purchase and Installation Agreement which sets forth the

1 terms and conditions related to the acquisition and installation of the new system and the  
2 Maintenance and Support Agreement which documents the required services necessary to  
3 maintain the old system during the transition and support the new system once it is accepted,  
4 copies of each agreement are on file with the Clerk of the Board of Supervisors in File No.  
5 160967; and

6 WHEREAS, The Proposed Purchase and Installation Agreement terminates on  
7 June 30, 2021, and limits the total cost for the purchase and installation of the system at a not  
8 to exceed \$48,000,000; and

9 WHEREAS, The Proposed Maintenance and Support Agreement which terminates on  
10 November 1, 2035, and provides for the maintenance and support of the 1997 radio system  
11 until it is replaced by the new system and will then provide maintenance and support at a fixed  
12 cost for the project life of the new system, and limits the total cost for such services at a not to  
13 exceed \$28,000,000; and

14 WHEREAS, In order to finance the cost of the new system, it will be necessary for the  
15 Controller's Office of Public Finance to obtain financing from qualified banks through a  
16 competitive process; and

17 WHEREAS, The Controller's Office of Public Finance has recommended that the  
18 States General Services Golden State Financial Marketplace Program offers an  
19 advantageous vehicle to procure, on a competitive basis, lease financing to finance a portion  
20 of the cost of the new system; and

21 **Environmental Review.**

22 WHEREAS, The Planning Department has determined that the actions contemplated in  
23 this resolution comply with the California Environmental Quality Act (California Public  
24 Resources Code, Section 21000 et seq.); and

1           WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in  
2 File No. 160967 and is incorporated herein by reference; and

3  
4  
5           **Authorizations.**

6           WHEREAS, Charter, Section 9.118, "Contract and Lease Limitations," subsection (b),  
7 requires Board of Supervisors approval of any contract requiring \$10,000,000 in expenditures  
8 or with a term in excess of ten years; now, therefore, be it

9           RESOLVED, The Board of Supervisors authorizes the DEM Executive Director to  
10 execute the Purchase and Installation Agreement with Motorola with a maximum guaranteed  
11 cost of \$48,000,000, in substantially the form on file with the Clerk of the Board of  
12 Supervisors, in File No. 160967, with such changes or modifications, including without  
13 limitation modifications to the exhibits, as may be acceptable to the DEM Executive Director  
14 and the City Attorney, and which do not materially increase the obligations and liabilities of the  
15 City; and, be it

16           FURTHER RESOLVED, The Board of Supervisors authorizes the DT Executive  
17 Director to execute the Maintenance and Support Agreement with Motorola with a maximum  
18 guaranteed cost of \$28,000,000 for 18 years, in substantially the form on file with the Clerk of  
19 the Board of Supervisors, in File No. 160967, with such changes or modifications, including  
20 without limitation modifications to the exhibits, as may be acceptable to the DT Executive  
21 Director and the City Attorney, and which do not materially increase the obligations and  
22 liabilities of the City; and, be it

23           FURTHER RESOLVED, That the Director of the Office of Public Finance is hereby  
24 authorized and directed to obtain lease financing in an amount not to exceed \$35,000,000  
25 through the State of California Department of General Services Golden State Financial

1 Marketplace Program (GS \$mart) in accordance with its terms, a copy of its terms being on  
2 file with the Clerk of the Board of Supervisors, in File No. 160967; provided the interest costs  
3 associated with any lease financing arrangement shall not exceed 12% per annum, and the  
4 compensation payable to any bank providing financing for the system shall not exceed 1%,  
5 together with legal fees payable to the Department of General Services in an amount not to  
6 exceed \$50,000, and provided further that the Director of Public Finance shall provide a report  
7 to be filed with the Clerk of the Board of Supervisors in File No. 160967 within 30 days of the  
8 closing, showing the name of the banking vendor selected and the interest costs associated  
9 with the lease financing procured through the GS \$mart program; and, be it

10 FURTHER RESOLVED, That the Director of the Office of Public Finance is hereby  
11 authorized and directed, in consultation with the City Attorney, to negotiate the terms of any  
12 lease financing arrangement with the General Services Golden State Financial Marketplace  
13 Program (GS \$mart); provided however, that the Director of the Office of Public Finance shall  
14 provide a copy of the final negotiated agreement to the Clerk of the Board of Supervisors in  
15 File No. 160967; and, be it

16 FURTHER RESOLVED, The officers and employees of the City, including the  
17 Controller and the Director of the Office of Public Finance, the DEM Executive Director, DT  
18 Executive Director, are hereby authorized and directed, jointly and severally, to do any and all  
19 things necessary or advisable to consummate and otherwise effectuate the purposes of this  
20 Resolution, consistent with the documents cited herein and this Resolution, and all actions  
21 previously taken by such officers and employees with respect to the System, consistent with  
22 the documents cited herein and this Resolution, including but not limited to the procurement of  
23 lease financing through the State of California General Services GS \$mart program, are  
24 hereby ratified and approved; and, be it  
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FURTHER RESOLVED, That this resolution shall take effect immediately upon its adoption; and, be it

FURTHER RESOLVED, That upon execution of the Agreements, the Departments shall transmit to the Clerk of the Board of Supervisors a copy of the Agreements, for inclusion in File No. 160967.





**City and County of San Francisco**  
**Tails**  
**Resolution**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 160967

**Date Passed:** October 25, 2016

Resolution authorizing the Department of Emergency Management and the Department of Technology to enter into a Purchase and Installation Agreement, and a Maintenance and Support Agreement for a Citywide 800 MHz Radio System with Motorola, Inc., for a total amount not to exceed \$76,000,000 with the term of the Purchase and Installation Agreement to commence following Board approval through June 30, 2021, and the term of the Maintenance and Support Agreement to commence following Board approval through September 1, 2035; and to authorize the Director of the Office of Public Finance to procure financing for a portion of the costs of the system through the State of California Department of General Services Golden State Financial Marketplace Program in an amount not to exceed \$35,000,000; and determining other matters as defined hererin.

October 19, 2016 Budget and Finance Committee - RECOMMENDED

October 25, 2016 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

File No. 160967

I hereby certify that the foregoing  
Resolution was ADOPTED on 10/25/2016  
by the Board of Supervisors of the City and  
County of San Francisco.

*for* Angela Calvillo  
Clerk of the Board

  
Mayor

Date Approved

**City & County of San Francisco**  
London N. Breed, Mayor



**Office of the City Administrator**  
Carmen Chu, City Administrator  
Andrico Q. Penick, Director of Real Estate

February 20, 2024

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

RE: Sharing Agreement – Emergency Radio Communications Site  
Department of Veterans Affairs – Medical Center, 4150 Clement Street

Dear Board Members:

Attached for your consideration is a Resolution authorizing and approving a Sharing Agreement to a radio communications site lease at 4150 Clement Street, San Francisco, at the Veterans Affairs (the "VA"), for use by the Department of Technology (the "DT") and Department of Emergency Management (the "DEM") to continue to operate the City's 800MHz Citywide Emergency Public Safety Radio System.

The original Sharing Agreement with the VA was executed in 1997 and approved by the Board of Supervisors in Resolution 804-97, authorizing the City to enter the original agreement, which replaced its existing radio system with a new 800 MHz Radio system to benefit the City's Police, Fire, Public Health Sheriff and Water and Recreation and Park Departments. The Veterans Administration facility at 4150 Clement Street (the "VA Site") with communications equipment was one of the City's original six locations essential to radio coverage for the Northwest sector of the City.

In 2003, the City and County of San Francisco Board of Supervisors approved Resolution No. 580-03 authorizing the City to renew the agreement with the Department of Veterans Affairs, and extended the term of the agreement, including options, through March 31, 2023. The City has been on "holdover" at the same rental rate since March.

In 2016, the VA requested the City relocate its current equipment, as the current location was going to be demolished as part of the VA's long-term development plan. In conjunction with the DEM, DT began replacing the City's end-of-life 800 MHz Citywide Emergency Radio System and relocating the facilities to Building 2.

The proposed Sharing Agreement is for the term of five years with three options of five years to extend for the continued use of space for the City's emergency radio communications system and tower with the Department of Veterans Affairs at a base rent of \$117,648.00 per year subject to 3% annual adjustments. All other terms and conditions, including the calculation of Base Rent for the extensions, remain the same.

**Office of the Director of Real Estate • 25 Van Ness Avenue, Suite 400 • San Francisco, CA 94102**  
**(415) 554-9850 • FAX: (415) 552-9216**

If you have any questions regarding this matter, please get in touch with Claudia J. Gorham of our office at 415-554-9871.

Respectfully,



Andrico Q. Penick  
Director of Real Estate