

1 [Neutral Host License Agreement - New Cingular Wireless PCS, LLC - 1351 Third Street
2 Public Safety Building]

3 **Resolution authorizing a no-cost Neutral Host License Agreement for the Public Safety**
4 **Building premises located at 1351 Third Street with New Cingular Wireless PCS, LLC,**
5 **for a ten-year term, to commence following Board approval.**

6
7 WHEREAS, The City has under construction at 1351 Third Street (the “Property”) the
8 Public Safety Building to house a police station, fire station, and command and other staff of
9 the Police Department, among others; and

10 WHEREAS, The Property serves as a critical hub of communications that requires a
11 complex Distributed Antenna System (DAS) to boost FCC licensed wireless communications
12 services within the project area; and

13 WHEREAS, The City does not have sufficient capacity to design, construct and operate
14 a DAS at the Property, nor sufficient funding necessary for such capital investment; and

15 WHEREAS, The Public Safety Building and rehabilitated Former Fire Station 30 (to
16 house Fire Department’s Arson Task Force and a community meeting room) shall all be
17 managed and maintained by the Real Estate Division and be under the jurisdiction of the Real
18 Estate Division; and

19 WHEREAS, The Director of Property, in consultation with San Francisco Police
20 Department staff and the City Attorney’s Office, negotiated a proposed Neutral Host License
21 Agreement for the Property, for an initial term of ten (10) years, which is on file with the Clerk
22 of the Board of Supervisors under File No. 140758 (the “License Agreement”), which has no
23 immediate cost to the City and secures a capital investment in the Property of over
24 \$1,500,000 by New Cingular Wireless PCS, LLC, a Delaware limited liability company (the
25 “Licensee”); and

1 WHEREAS, The City analyzed other DAS License Agreements from across the country
2 to ensure the terms and conditions of this License Agreement were reflective of market
3 conditions, given applicable unique aspects of the Property; and

4 WHEREAS, The License Agreement allows Licensee to install, operate, maintain,
5 repair and replace the DAS, within mandated operational specifications detailed in Exhibits to
6 the License Agreement, at no cost to City; and

7 WHEREAS, The License Agreement allows Licensee to sublicense certain interests in
8 the DAS, with City's consent and subject to the stringent requirements set forth in the License
9 Agreement and Exhibits thereto; and

10 WHEREAS, The License Agreement has two (2) additional five (5) year renewal terms
11 available to Licensee, at Licensee's discretion; now, therefore, be it

12 RESOLVED, That in accordance with the recommendations of the Director of Property,
13 the Board of Supervisors hereby approves the License Agreement, in substantially the form
14 presented to this Board, and authorizes City staff to take all actions necessary to effect the
15 terms and conditions of the License Agreement; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
17 Property, in consultation with the City Attorney, to enter into any additions, amendments or
18 other modifications to the License Agreement that the Director of Property determines are in
19 the best interests of the City, do not materially increase the obligations or liabilities of the City
20 or materially decrease the benefits to the City, and are in compliance with all applicable laws,
21 including the City's Charter; and, be it

22 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,
23 in the name and on behalf of the City and County, to take any and all steps (including, but not
24 limited to, the execution and delivery of any and all certificates, agreements, notices,
25 consents, documents and other instruments) as the Director of Property deems necessary or

1 appropriate in order to effectuate the License Agreement, or to otherwise effectuate the
2 purpose and intent of this Resolution, such determination to be conclusively evidenced by the
3 execution and delivery by the Director of Property of any such documents; and be it

4 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
5 with respect to the License Agreement, or authorized and directed by this Resolution, are
6 hereby ratified, approved and confirmed by this Board of Supervisors.

7

8 RECOMMENDED:

9

10 _____
Director of Property

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25