

1 [Real Property Lease - American Messaging Services, LLC - Zuckerberg San Francisco
2 General Hospital and Trauma Center, Building 25 - 1001 Potrero Avenue - \$5,000 per Month
3 Base Rent Exempt]

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

11
12 WHEREAS, The Department of Public Health (“DPH”), the Zuckerberg San Francisco
13 General Hospital and Trauma Center (“ZSFGH”), and their respective doctors, nurses, and
14 staff, rely upon the paging services and equipment provided by American Messaging
15 Services, LLC (“AMS”), through a Paging Equipment and Services Agreement dated June 1,
16 2013, for daily and emergency communications at ZSFGH and around the City; and

17 WHEREAS, The new ZSFGH is designed and constructed with materials that block
18 radio and cellular from reaching portions of the building including basement surgical areas;
19 and

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

23 WHEREAS, To ensure the doctors and staff at the ZSFGH receive their pages in the
24 hospital, at the campus and surrounding areas, AMS requires the installation of two antennae,
25 a satellite dish, and one rack in the building with related power supply equipment; and

1 WHEREAS, The Real Estate Division on behalf of the DPH has negotiated a new
2 lease (“Lease”) substantially the form on file with the Clerk of the Board of Supervisors in File
3 No. 170099, which is hereby declared to be a part of this resolution as if set forth fully herein
4 (the “Lease”) to allow the installation of the antennas and satellite dish on the roof and a rack
5 in the equipment room at Building 25; and

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

8 WHEREAS, AMS shall have two (2) additional five (5) year option terms to extend the
9 Lease at the then City’s minimum monthly base rent for similar personal communication sites
10 within City owned assets, or, at the Base Rent prior to the start of any Option Year Term after
11 adjusting for an annual Base Rent escalation of three (3%) percent of the then Base Rent,
12 which options can be accepted at the discretion of the Director of the DPH and the Director of
13 Property, so long as the Master Agreement is not terminated and the City continues to benefit
14 from the Master Agreement; and

15 WHEREAS, The base monthly rent of \$5,000 is subject to annual adjustments of three
16 (3%) percent; and

17 WHEREAS, AMS shall pay a service charge for janitorial, pest, debris, and utility costs
18 estimated to be \$3,708.00 per year; and

19 WHEREAS, AMS shall be exempt from payment of Base Rent and the service charge
20 for utilities so long as the City and AMS’ Master Agreement to provide paging services and
21 equipment to the City is in effect and City benefits from the Master Agreement; and

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

1 to CEQA Guidelines, Section 15301 and 15303; said determination is on file with the Clerk of
2 the Board of Supervisors in File No. 170099 and is incorporated herein by reference; and

3 WHEREAS, On September 8, 2016, the San Francisco Planning Department found the
4 project, lease and use of the City property to AMS complies with CEQA and is consistent with
5 the City's General Plan and with Planning Code, Section 101.1-(b); a copy of the General
6 Plan Referral is on file with the Clerk of the Board of Supervisors in File No. 170099 and is
7 incorporated herein by reference; and

8 WHEREAS, On December 6, 2016, the Health Commission of the City and County of
9 San Francisco passed Resolution 16-13 recommending that the Board of Supervisors
10 approve lease agreements for the installation of necessary equipment for paging and cellular
11 services at ZSFGH, Building 25; now, therefore be it

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

18 FURTHER RESOLVED, The monthly base rent for the initial five year term shall be
19 \$5,000.00, subject to annual adjustments of three (3%) percent, exclusive of utilities, janitorial,
20 and debris services estimated to be \$3,708.00 per year which may be waived as set forth in
21 the Lease; and, be it

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

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

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

13 FURTHER RESOLVED, That the Competitive Bidding Procedures would be impractical
14 in light of the existing Master Agreement between AMS and the City providing City with paging
15 services and equipment for use by City, including DPH, in the City including ZSFGH; and, be it

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

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

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

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2 RECOMMENDED:

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

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RECOMMENDED:

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John Updike
11 Director of Property
12 Real Estate Division

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