

LEASE AGREEMENT

This lease (this "Lease"), dated March 11, 1998 for reference purposes only, is made and entered into by and between the CALIFORNIA STATE UNIVERSITY, acting by and through the SAN FRANCISCO STATE UNIVERSITY, a State of California political subdivision, (the "University" or "Landlord") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, ("CCSF" or "Tenant").

RECITALS

A. CCSF is replacing an existing radio system with a new 800 MHz trunked radio system (the "New Radio System") to benefit the CCSF's Police, Fire, Public Health, Sheriff, Parking and Traffic, Water, and Recreation and Park Departments by enabling emergency and non-emergency communication.

B. In connection with the New Radio System, CCSF has requested that the University lease to CCSF certain space located at 1600 Holloway Avenue, San Francisco, California for the installation of certain CCSF New Radio System equipment and related facilities.

TERMS AND CONDITIONS

The University and CCSF hereby covenant and agree as follows:

1. The Premises. The University hereby leases to CCSF and CCSF leases from the University space in the building at 1600 Holloway Avenue (the "Building"), San Francisco which shall consist of approximately two hundred forty (240) square feet of space in Thornton Hall Room 138 ("Room 138"), approximately twenty-one (21) square feet of space in the Thornton Hall elevator penthouse (the "Penthouse"), space on the southern side of the Penthouse for the installation of up to four (4) whip antennas and one (1) global positioning system antenna, and space on the northern side of the Penthouse for installation of two (2) microwave dishes and approximately one hundred eighty (180) square feet of space for an emergency generator and air-conditioning fan units ("Generator Area"), all as shown on Exhibit A (Site Plan), Exhibit B (Radio Site) and Exhibit C (Rooftop) attached hereto (collectively, the "Premises").

2. Term. The term of this Lease is for a period of twenty (20) years (the "Term") to commence on the later of the Effective Date (as defined below) or April 1, 1998 (the "Commencement Date").

Tenant Improvements.

2.1. By CCSF. CCSF, at its sole expense, may make improvements to the Premises, including without limitation the following items: (a) two (2) concrete pads as generally shown on Exhibits A and B; (b) a diesel generator and fuel tank, two (2) air conditioning fan units, for installation on said concrete pads and a security fence or enclosure around each concrete pad all as generally shown on Exhibit B;

(c) two (2) split system air conditioning units for Room 138; (d), an improved overhead lighting system; (e) equipment racks and cable trays with seismic bracing; (f) radio and associated equipment in Room 138; (g) cabling and any necessary conduit from Room 138 to the roof the Penthouse, and (h) any related improvements (collectively, "Tenant Improvements").

~~3.2~~ By University. The University shall install, at its sole expense, a 208 VAC, 300 Amp, 3 Phase commercial power supply which will supply power to Room 138, including a circuit breaker electrical panel and electrical outlets to the Tenant Improvements for CCSF Equipment (as defined below), all to the specifications of CCSF. The University shall also install, at its sole expense, a conduit path from CCSF's generator pad to CCSF's automatic transfer switch located in Room 138:

~~X~~ CCSF Equipment. CCSF may install radio equipment on the Premises, including without limitation the following items: (a) radio and associated equipment in space provided in the Penthouse; (b) a maximum of four (4) 14-foot whip antennas; (c) one (1) global positioning system antenna four (4) inches in diameter; (d) two (2) microwave dishes with diameters not to exceed six (6) feet on the exterior of the Penthouse, and (e) related communication equipment (collectively, the "CCSF Equipment"). The antennas and microwave dishes shall be installed in locations on the Premises selected by CCSF's contractor and consented to by the University, which consent shall not be unreasonably withheld. CCSF shall have the right to replace any or all of the CCSF Equipment and/or install additional radio equipment only in the designated space under this Lease within the Premises so long as such replacement or installation does not cause measurable interference with the University's radio equipment on the Premises prior to such replacement or installation by CCSF. Antennas may only be replaced in kind and in the numbers specified in this section. Antennas in excess of the numbers specified above are not permissible under this Lease.

~~7.5~~ Rent.

5.1. The parties hereby agree that the fair market rent for the Term of the Lease is Two Hundred Seventy Thousand Dollars (\$270,000) ("Rent"). CCSF shall pay Fifty Thousand Dollars (\$50,000) of such rent to the University on the Commencement Date and the balance no later than July 20, 1998. If this Lease is terminated before the end of the Term, the University shall refund to CCSF that portion of the Rent that is proportionate to the number of months remaining in the 20-year term. If the University shall cause a substantial interference with CCSF's use of the Premises authorized hereunder, the University shall pay to CCSF at the end of each month that such interference occurs or continues, an equitable amount based on the extent to which such interference impairs CCSF's use of the Premises. Instead of paying such equitable amount, the University may, at CCSF's request, grant CCSF an extension of the term based on such equitable amount and the fair market rent stated in this Section.

5.2

During the Term, CCSF will provide the University's Police Department (the "University Police") three talk groups on the New Radio System for the exclusive use of the University Police to improve campus radio communication and to improve intercommunication between CCSF's Police Department and the University Police. For purposes of this Lease, a "talk group" is defined as the basic unit of a trunked radio communication system which enables users to communicate without being overheard by users of different talk groups on the radio system. The right granted hereunder is solely for the University and the University will not allow any other party use of the three talk groups. The University, at its sole expense, will purchase, install, and maintain all the radio communication equipment to be used by University on the three talk groups. At any given time, the University equipment to be used in conjunction with the three talk groups will not exceed two (2) dispatch consoles, fifty-five (55) mobile and/or portable radio units. All units, consoles, portable and mobile radios used by the University in connection with the three talk groups must be Motorola Astro 3 compatible and are subject to the approval of CCSF's Radio Engineer. CCSF will provide to the University initial trunk functionality programming of the mobile and/or portable radio units and the radio consoles. CCSF will administer the trunked system including any future changes to talk group assignments, unit identification, activation and deactivation of radio units. The University will be charged a nominal fee by CCSF for additional changes to the trunk functionality programming after the initial installation. CCSF makes no representation or warranty as to the suitability or coverage of the radio system for the University Police Department use.

University's Maintenance Obligations. The University shall repair and maintain, at its cost and in a good and functional condition, the exterior and structural portions of the Building, including, without limitation, the roof, foundation, bearing and exterior walls and subflooring, and the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical and communications systems of the Building (collectively, the "Building Systems") in accordance with all applicable laws. Without limiting the foregoing, the University shall maintain the Building in a clean, safe and attractive manner and shall not permit any other occupant of the Building to disturb or interfere with CCSF's use of the Premises or permit to be done in or about the Building anything that is illegal, is dangerous to persons or property or constitutes a nuisance. The University shall have no obligation to repair or restore the Building or any portion of the Building utilized by CCSF damaged or destroyed by acts of God or casualties, such as earthquakes, storms, fires and flood. However, in the event the Premises are unusable, or cannot be repaired or rebuilt within ninety (90) days of such an occurrence, the University shall allow CCSF to relocate its equipment to another location acceptable to both parties at 1660 Holloway Avenue, San Francisco.

CCSF's Maintenance Obligations. Subject to the University's repair and maintenance obligations hereunder, CCSF shall repair and maintain at its cost the interior portions of the Premises and shall keep the Premises in good working order and in a safe and sanitary condition, except for

ordinary wear and tear and damage by casualty. CCSF shall make any such required repairs and replacements that the University specifies in writing at CCSF's cost, in a manner and using equipment and materials that will not materially interfere with or impair the operations, use or occupation of the Building or the Building Systems, and in compliance with all applicable laws.

8. Interference. No party shall install communication equipment in the Building or allow any third party to install communication equipment in or on the Building of types and frequencies which measurably interferes with another party's communication equipment in or on the Building. In the event of such interference, the party that installed the equipment causing the interference or allowed its installation shall take, at its sole cost and expense, all steps necessary to correct and eliminate such interference. If the interference cannot be eliminated within a reasonable period of time (not to exceed forty-eight [48] hours), the party shall immediately cease the operation of the equipment that is creating the interference (except for short tests necessary for the elimination of the interference).

9. Fuel/Utilities. The University shall provide at its expense, electricity for CCSF's Equipment during the Term. CCSF shall be responsible for providing the backup emergency power for CCSF's Equipment.

10. CCSF Indemnity. CCSF shall indemnify, defend and hold harmless ("Indemnify") the University and its Agents (as defined in Section 19 below) from and against any and all claims, costs and expenses, including, without limitation, reasonable attorneys' fees, (collectively, "Claims"), incurred as a result of (a) CCSF's use of the Premises, (b) any default by CCSF in the performance of any of its obligations under this Lease, or (c) any negligent acts or omissions of CCSF or its Agents, in, on or about the Premises; provided, however, CCSF shall not be obligated to Indemnify the University or its Agents to the extent any Claim arises out of the active negligence or willful misconduct of the University or its Agents. In any action or proceeding brought against the University or its Agents by reason of any Claim Indemnified by CCSF hereunder, CCSF may, at its sole option, elect to defend such Claim by attorneys in CCSF's Office of the City Attorney, by other attorneys selected by CCSF, or both. CCSF shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that the University shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. CCSF's obligations under this Section shall survive the termination of the Lease.

11. University's Indemnity. The University shall Indemnify CCSF and its Agents against any and all Claims incurred as a result of (a) any default by the University in the performance of any of its obligations under this Lease or any breach of any representations or warranties made by the University hereunder, or (b) any negligent acts or omissions of the University or its Agents in, on or about the Premises or Building; provided, however, the University shall not be obligated to Indemnify CCSF or its Agents to the extent any Claim arises out of the active negligence or willful misconduct of CCSF or its Agents. In any action or proceeding brought against CCSF or its Agents by reason of any Claim Indemnified by the University hereunder, the University may, at its sole option, elect to defend such Claim by attorneys selected by the University. The University shall have the right to control the defense and to determine the settlement or compromise of any

action or proceeding, provided that CCSF shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. The University's obligations under this Section shall survive the termination of the Lease.

12.

Access. CCSF shall have access to the Thornton Hall Room 138, and the diesel generator and fan units area as shown on Exhibits A and B, seven (7) days a week on a twenty-four (24) hour basis. The University hereby grants to CCSF during the Term and for the limited purposes and subject to the terms and conditions set forth below, a nonexclusive license in and over the common areas of the San Francisco State University campus and of Thornton Hall for access by CCSF personnel and equipment to the Premises (the "License Area"). The license granted to CCSF under this Section is for the sole purpose of constructing, installing, inspecting, maintaining, restoring, replacing and operating CCSF's Equipment located on the Premises, including any necessary electrical and telecommunication conduits, in accordance with the use permitted under this Lease. CCSF shall notify DPS by telephone at 415-338-7200 or by telefacsimile at 415-338-1926 or such other person as designated by the University, at least twenty-four (24) hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to CCSF's requested access. In the event of an emergency, CCSF shall have the right to enter the Premises for the purposes stated above provided it makes all reasonable attempts to notify the University in advance of such entry.

13.

Termination. CCSF may terminate this Lease by giving thirty (30) days prior notice if any of the following conditions occur: (i) CCSF loses its permits necessary to operate its radio transmitting and receiving equipment or associated electronic equipment on the Premises in spite of reasonable efforts by CCSF to maintain its permits and is thereby unable to use the Premises as a communications site, (ii) if as a result of the University's action or omission, or if as a result of material damage or destruction to the Premises that is not caused by CCSF, CCSF is unable to use the Premises as intended for a period of ninety (90) days or more, or (iii) if CCSF reasonably determines that the New Radio System is obsolete. If CCSF elects to terminate this Lease, the parties shall have no further obligations to each other under the Lease except as provided in Sections 9 [CCSF Indemnity], 11 [University's Indemnity] and 14 [Surrender of Premises].

14.

Surrender of Premises. Upon the expiration or sooner termination of this Lease, CCSF shall surrender the Premises to the University in good order and condition, reasonable use and wear and damage by casualty excepted. Within thirty (30) days after the expiration or earlier termination of this Lease, CCSF shall remove from the Premises all of CCSF's personal property, including without limitation the CCSF Equipment. CCSF shall repair or pay the cost of repairing any damage to the Premises resulting from such removal. CCSF's obligations under this Section shall survive the expiration or earlier termination of this Lease.

15.

Assignment.

- 15.1. City hereby represents to the University that City may be financing City's equipment and certain improvements on the Premises with lease revenue bonds secured by certain lease payments by the City. In connection with the proposed financing, the City will need to assign this Lease to the City and County of San

Francisco Finance Corporation (or similar type entity) and this corporate entity will in turn assign its right to a bond trustee (collectively, "Financing Assignments"). To allow City to accomplish the financing, the University hereby irrevocably consents to all the Financing Assignments, providing such assignment does not change the specified intent and scope of this Lease.

15.2. In the event of a default of any of the lease revenue bonds issued, in whole or in part, to finance the City's equipment or improvements at the Premises, the University hereby irrevocably consents to the assignment of this Lease to any other user of similar sites or equipment, providing such assignment does not change the specified intent and scope of this Lease.

16. Removal of Lease Financed Equipment and Improvements. The University acknowledges that CCSF may be financing the CCSF Equipment and Tenant Improvements with lease revenue bonds secured by certain lease payments to the Finance Corporation. The University agrees that CCSF may remove such equipment and improvements from the Premises at any time prior to completion of its lease payments to the Finance Corporation to satisfy its duties and obligations under its lease financing agreements. The University further acknowledges and agrees that at any time during the Term, should City be in default on any of its lease obligations to the Finance Corporation or for any other reason, the Finance Corporation may take possession, remove, assign, license, sublet or otherwise grant an interest in or use of all or any of the CCSF Equipment or Tenant Improvements to a third party, subject to the terms of the Finance Corporation's agreement with CCSF. In the event of CCSF's default under this Lease or for any other reason, the University shall not have the right to remove, sell or otherwise convey the CCSF Equipment or Tenant Improvements to any third party. The University's sole remedy against CCSF in the event of default is to collect damages from CCSF.

~~17~~ Notice. Except as otherwise specifically provided in this Lease, any notice given under this Lease 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 overnight courier, return receipt requested, with postage prepaid, at the following addresses:

UNIVERSITY

San Francisco State University
Office of the President
1600 Holloway Avenue
San Francisco, CA 94132

CCSF

Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

Attn.: Anthony J. DeLucchi
Director of Property
Fax No. (415) 552-9216

and to:

Department of Telecommunications and
Information Services
901 Rankin Street
San Francisco, CA 94124
Attn.: Fred Weiner
General Manager
Fax No. (415) 550-2935

City and County of San Francisco Finance Corporation,
c/o Mayor's Office
401 Van Ness Avenue
Room 304
San Francisco, CA 94102
Attn: Monique Moyer
Fax No. (415) 554-4864

Office of the City Attorney
Fox Plaza
1390 Market Street, 6th Floor
San Francisco, CA 94102
Attn.: Robert A. Bryan
Deputy City Attorney
Fax No. (415) 554-3808

or (c) such other address as either the University or CCSF 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 overnight courier, 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 numbers provided in this Section or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile, except as provided in Section 12 [Access] above.

18. Authority Each person executing this Lease on behalf of a party represents and warrants that he or she is duly authorized to execute this Lease.

19. Agents; Approvals. The term "Agents" when used with respect to either party shall include the agents, employees, officers and contractors of such party. All approvals, consents or other

determinations permitted or required by CCSF hereunder shall be made by or through CCSF's Director of Property unless otherwise provided in this Lease, subject to CCSF's Charter and Administrative Code.

20. MacBride Ordinance. CCSF 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. CCSF also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. The University acknowledges that it has read and understands the above statement of the CCSF concerning doing business in Northern Ireland.

21. Tropical Hardwood and Virgin Redwood Ban. CCSF 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.

22. Non-Discrimination in CCSF Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this Lease, the University 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 CCSF employee working with, or applicant for employment with, the University in any of the University'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 University.

(b) Subcontracts. The University shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, the University shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k) and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. The University's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

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

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

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

(f) Exception. Notwithstanding the foregoing, the University is excepted from the requirements of Chapters 12B.2(b) which prohibit discrimination in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits as well as any benefits other than the benefits specified above within the United States, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration for purposes of this Lease if the HRC finds that the University is a sole source provider or that this agreement is necessary to serve a substantial public interest. CCSF and the University agree that such exception from the requirements of Chapters 12B.2(b) is hereby demonstrated by the completed "Sole Source and Emergency Exception Waiver Request Form" approved by HRC and attached hereto as Exhibit D.

23 Controller Certification. The terms of this Lease 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 Lease, there shall be no obligation for the payment or expenditure of money by CCSF under this Lease 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.

24 Conflicts of Interest. The University states that it is familiar with the provisions of Section C8.105 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. The University further certifies that it has made a complete disclosure to the CCSF of all facts bearing on any possible interests, direct or indirect, which the University believes any officer or employee of the CCSF presently has or will have in

this Lease or in the performance thereof or in any portion of the profits thereof. Willful failure by the University to make such disclosure, if any, shall constitute grounds for the CCSF's termination and cancellation of this Lease.

25. Effective Date This Lease shall become effective when it is duly executed and delivered by the parties hereto ("Effective Date").
26. Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the full extent permitted by law.

The University and CCSF have executed this Lease, in triplicate, on the date first written above.

UNIVERSITY

CALIFORNIA STATE UNIVERSITY,
a political subdivision, acting by and
through the SAN FRANCISCO STATE
UNIVERSITY

By: [Signature]
Its: Coordinator Purchasing & Contracts

RECOMMENDED:

[Signature]
General Manager,
Department of Telecommunications and
Information Services

CCSF

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

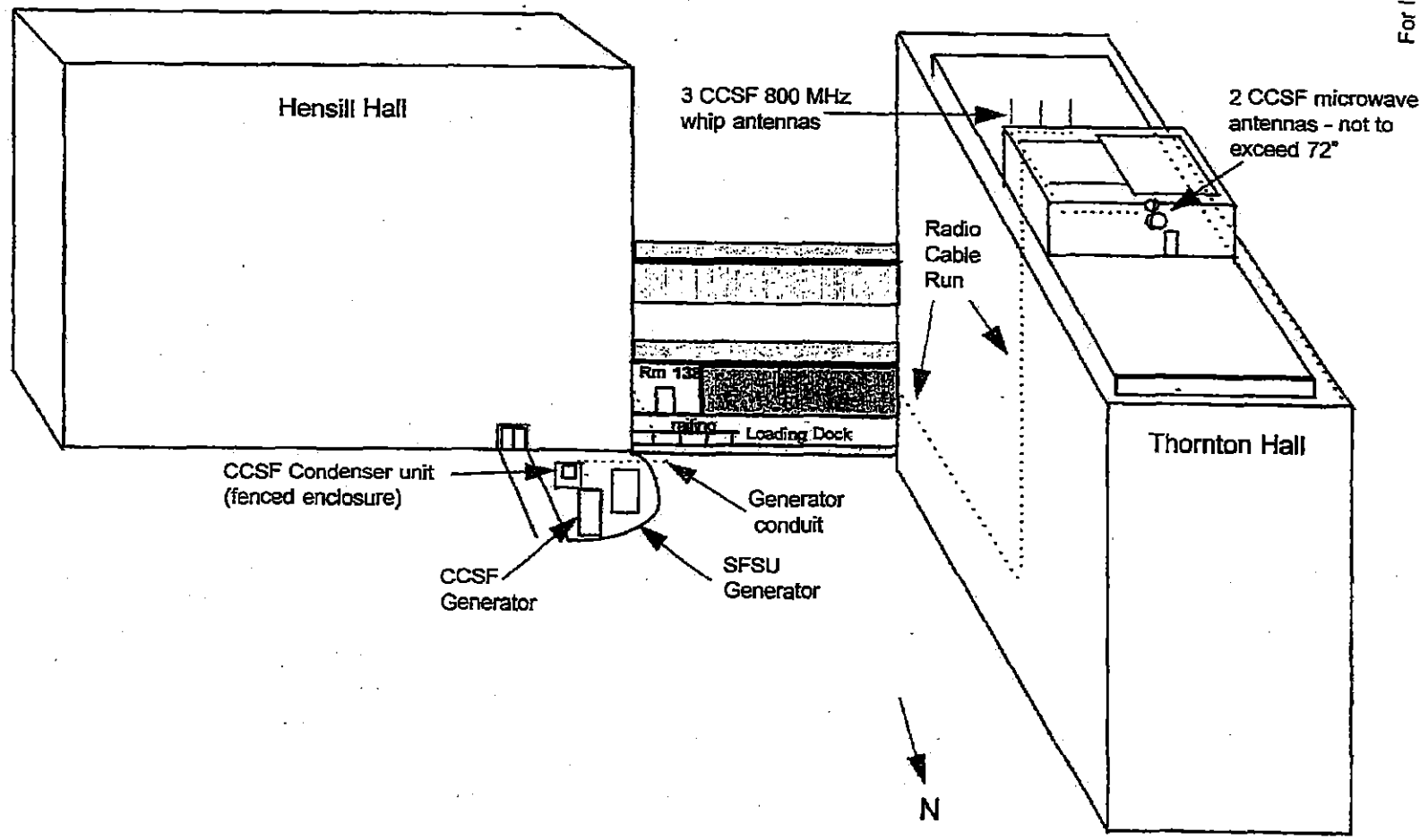
[Signature]
Director of Property APR

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: [Signature]
Deputy City Attorney

Approved by:
Board of Supervisors
Resolution No. 805-97

San Francisco State University Site Plan

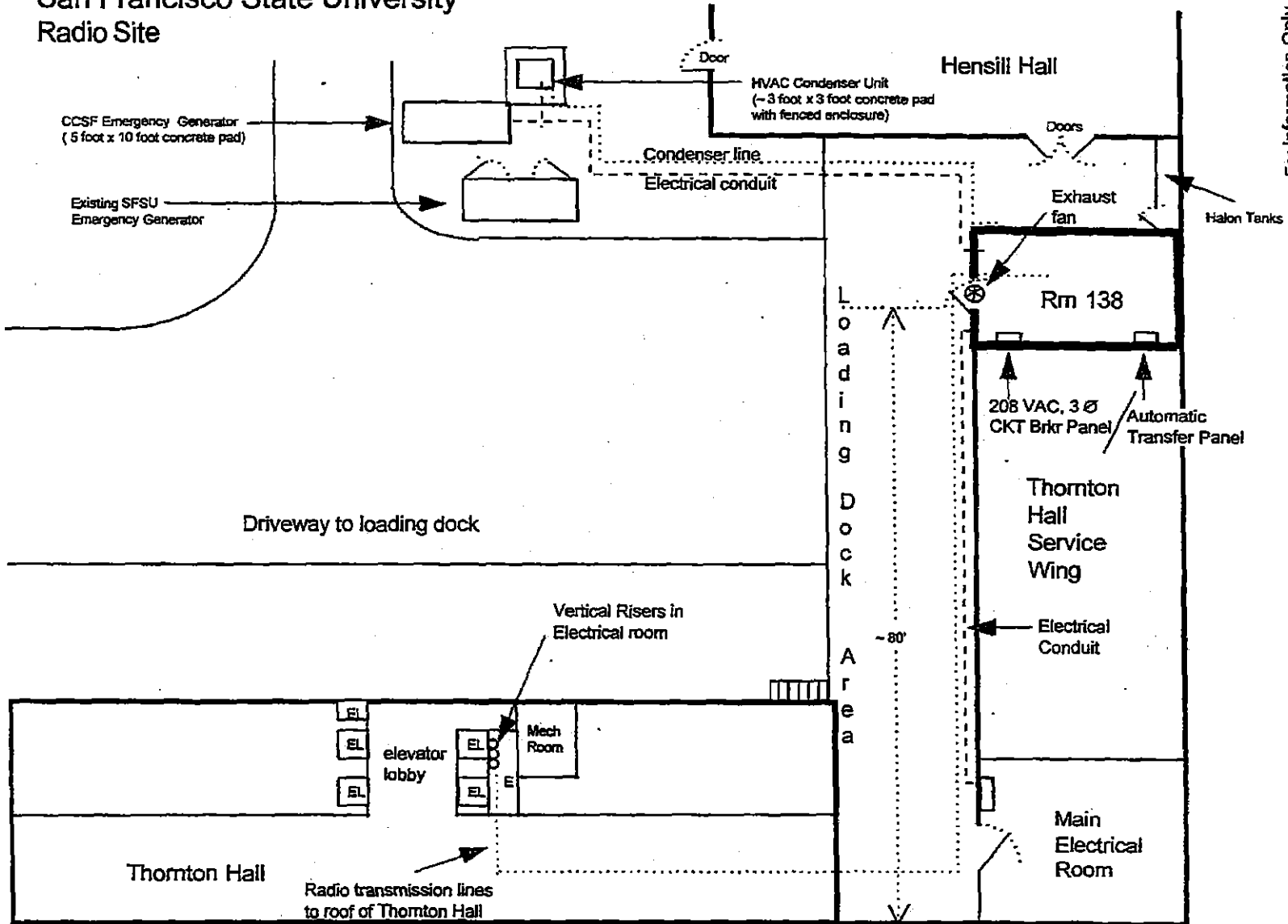


For information only
Not to scale

Exhibit A

SFSU

San Francisco State University Radio Site

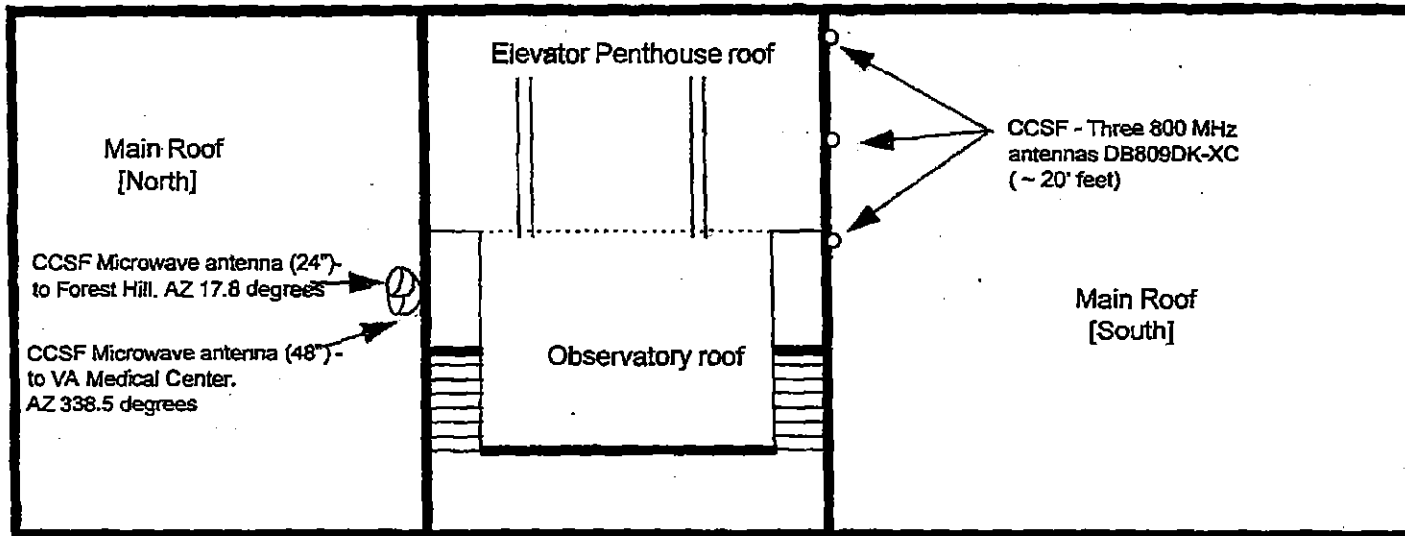
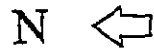


For Information Only
Not to scale

Exhibit B

SFSU

San Francisco State University
Thornton Hall - 800 MHz Rooftop Plan



For Information Only
Not to scale

Exhibit C

SFSU

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 Enterprises
Lesbian Gay Bisexual Transgender & HIV Discrimination

Marvito 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: Jerry Romani
Address: 25 Van Ness Ave., #400, S.F., CA 94102 Phone Number: (415) 554-9876
Dept. Head Signature: [Signature] Date: 2/6/98
Date Exception request submitted: 2/6/98 Type of Contract: Lease
Date of Contract: Not yet dated Dollar Amount of Contract: \$270,000
Name of Contractor: San Francisco State Univ. Ethnicity: N.A. Sex: N.A.
Address of Contractor: 1570 Holloway Ave., San Francisco, CA 94112

EXCEPTION FOR PRIME CONTRACT (please check all that apply)

Sole Source: (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: 12D Waiver Granted:
12B Waiver Denied: 12D Waiver Denied:
Reason for Action: (Compliance with Chapter 12B.5-11A)(1)

HRC Staff: Christine G. Goldstein Date: 2/9/98
Signature of HRC Director: Laura Bunker LaMer Date: 2/9/98



HRC Form 1A



(415)252-2500 • 25 Van Ness Avenue, Ste. 400, San Francisco, CA 94102-6033 • FAX (415)431-5764 • TDD (415)252-2550
Recycled Paper

[CITY-WIDE 800 MHZ RADIO PROJECT AGREEMENTS]

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

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

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

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

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 1
7/25/97

1 WHEREAS, The City has identified the following locations as
 2 essential to optimal radio coverage: (a) the building at 99 Moultrie
 3 Street, San Francisco, owned by AT&T Communications, Inc. (the "AT&T
 4 Building"), (b) the building at 1600 Holloway Street, San Francisco,
 5 owned by the California State University (the "S.F. State Building"),
 6 (c) the City of Daly City's property commonly known as the Reservoir
 7 2B Water Tank, (d) a portion of the building at 1250 Clay Street,
 8 leased to Motorola, Inc. (the "Motorola Building"), (e) the Veterans
 9 Affairs Medical Center at 4150 Clement Street, owned by the United
 10 States of America, and (f) the building at One Market Plaza, San
 11 Francisco, ground leased to ZML-One Limited Partnership
 12 (collectively, the "800 MHz Sites"); and,

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

21 WHEREAS, The negotiated agreements (the "Agreements") shall be
 22 for terms of up to 20 years, with the exception of the agreement with
 23 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 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 SUPERVISOR

Page 5
7/25/97

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 SUPERVISOR

Page 6
7/25/97

City and County of San Francisco



Real Estate Department

Office of the
Director of Property

March 11, 1998

**800 MHz Project
Thornton Hall
S.F. State University**

Robert Hutson
Director, Plant Operations
S. F. State University
1600 Holloway Avenue
San Francisco, CA 94132-4023


Dear Mr. Hutson:

Attached is a fully executed lease between San Francisco State University ("University") and the City and County of San Francisco ("City") for City's 800 MHz Project site facility at Thornton Hall along with a check in the amount of \$50,000 which represents the initial rent payment.

The Department of Telecommunications and Information Services has advised us that their construction schedule calls for work to commence on April 1, 1998. We request that the University remove its personal property from and clean Room 138 in Thornton Hall prior to April 1.

We appreciate your efforts on this project and look forward to a long relationship.

Sincerely,


Anthony J. DeLucchi
Director of Property

Attachment

cc: Mitch Sutton, DTIS
Robert A. Bryan, City Attorney's Office

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

BANK OF AMERICA N.T. & S.A.
345 Montgomery Street
San Francisco, CA

CITY AND COUNTY OF SAN FRANCISCO

PAYABLE AT ANY BANK IF PRESENTED WITHIN NINETY DAYS

1601-0002039

1601 -00002039

11-35
1210

DATE
03/06/1998

AMOUNT
\$ *****50,000.00

FIFTY THOUSAND DOLLARS AND NO CENTS

THE
ORDER OF

SAN FRANCISCO STATE UNIVERSITY
NEW ADMIN #354
1600 HOLLOWAY AVE
SAN FRANCISCO CA 94132
USA



THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈6010002039⑈ ⑆121000358⑆ 11998⑈80081⑈

16382

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03/06/1998

1601 -00002039

DOCUMENT NUMBER DOC REF NUMBER
DESCRIPTION
PREL9300013201
SPACE RENTAL AT SFSU LEASE AGREEMENT

AMOUNT
50,000.00

03/06/1998

50,000.00

SAN FRANCISCO STATE UNIVERSITY
NEW ADMIN #354
1600 HOLLOWAY AVE
SAN FRANCISCO CA 94132
USA