

1 [Real Property Lease - T-Mobile West LLC - Zuckerberg San Francisco General Hospital and
2 Trauma Center, Building 25 - 1001 Potrero Avenue - \$5,000 Per Month Base Rent Exempt]

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4 **Resolution authorizing and approving the lease of a portion of the equipment room at**
5 **Zuckerberg San Francisco General Hospital and Trauma Center, Building 25, with**
6 **T-Mobile West LLC, a Delaware limited liability company, at the monthly base rent of**
7 **\$5,000 which shall be waived while participating in the Distributed Antenna System and**
8 **providing enhanced cellular services to the City staff, UCSF staff, patients, and visitors**
9 **within Building 25, for a five year term to commence upon approval by the Board of**
10 **Supervisors and Mayor, with three five-year options to extend.**

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

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

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

23 WHEREAS, T-Mobile will need to install one 19” rack, a router, batteries, and
24 associated fiber cables and connections to connect to the DAS to enhance its cellular
25 coverage within the Building; and

1 WHEREAS, The Real Estate Division on behalf of the DPH has negotiated a new lease
2 (“Lease”) substantially the form on file with the Clerk of the Board of Supervisors in File No.
3 170833, which is hereby declared to be a part of this resolution as if set forth fully herein (the
4 “Lease”) to allow the installation of the rack and other equipment in the equipment room at
5 Building 25; and

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

8 WHEREAS, T-Mobile shall have three additional five 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 3% of the then Base Rent, which options can
12 be accepted at the discretion of the Director of the DPH and the Director of Property, so long
13 as T-Mobile participates in the DAS, ZSFGH is in operation, and the City continues to benefit
14 from the Lease agreement; and

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

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

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

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

1 Sections 15301 and 15303, said determination is on file with the Clerk of the Board of
2 Supervisors in File No. 170833 and is incorporated herein by reference; and

3 WHEREAS, On September 8, 2016, the Planning Department, found the project, lease
4 and use of the City property to T-Mobile complies with CEQA and is consistent with the
5 General Plan and with Planning Code, Section 101.1-(b); a copy of the General Plan Referral
6 is on file with the Clerk of the Board of Supervisors in File No. 170833 and is incorporated
7 herein by reference; and

8 WHEREAS, On December 6, 2016, the Health Commission of the City and County of
9 San Francisco passed Resolution No. 16-13 recommending that the Board of Supervisors
10 approve 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 three five
16 year options subject to the enactment of a resolution by the Board of Supervisors and the
17 Mayor, in their respective sole and absolute discretion, approving and authorizing the same;
18 and, be it

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

22 FURTHER RESOLVED, The Board of Supervisors approves the 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 City's invitation to numerous cellular companies to participate in the DAS at their
15 own expense of equipment and the benefit of the enhanced cellular coverage to the City, its
16 staff, patients and visitors of ZSFGH who use T-Mobile's cellular services; and, be it

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

20 FURTHER RESOLVED, That the Board of Supervisors finds that the actions
21 contemplated in this Resolution are consistent with the General Plan and with Planning Code,
22 Section 101.1-(b) for the reasons set forth in the General Plan Referral dated September 8,
23 2015; and, be it

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

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6 RECOMMENDED:

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9 _____
10 Barbara A. Garcia, MPA, Director
11 Department of Public Health

12 RECOMMENDED:

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15 _____
16 John Updike
17 Director of Property
18 Real Estate Division