



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 City and County of San Francisco	3. ADDRESS OF LICENSEE Real Estate Department 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102 Attn: Director of Property
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4. NAME AND ADDRESS OF INSTALLATION DVA Medical Center 4150 Clement Street San Francisco, CA 94121	5. PERIOD COVERED FROM (Month, day, year) TO (Month, day, year) April 1, 1998 March 31, 2003	
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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.) Refer to Exhibit A attached hereto.	7B. EXHIBIT(S) ATTACHED A, B, C, & D
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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) 3/11/98
SIGNATURE(S) OF LICENSOR Daryl L. Hanson	SIGNATURE(S) AND TYPED NAME OF SIGNATORY Anthony J. DeLucchi
ADDRESS OF LICENSOR DVA Medical Center 4150 Clement Street (90C) San Francisco, CA 94121	TITLE OF SIGNATORY Director of Property TELEPHONE NO. OF LICENSEE (Including Area Code) (415) 554-9875

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.

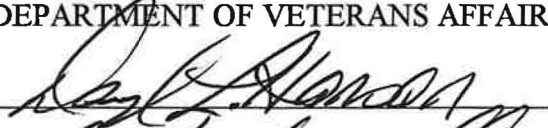
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, LICENSOR ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS HAS BEEN DULY ENACTED APPROVING THIS LICENSE AND AUTHORIZING CONSUMMATION 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: 

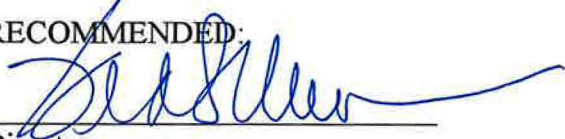
Its: Contracting Officer

CITY:


CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation


Director of Property *SPK*

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 1

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.

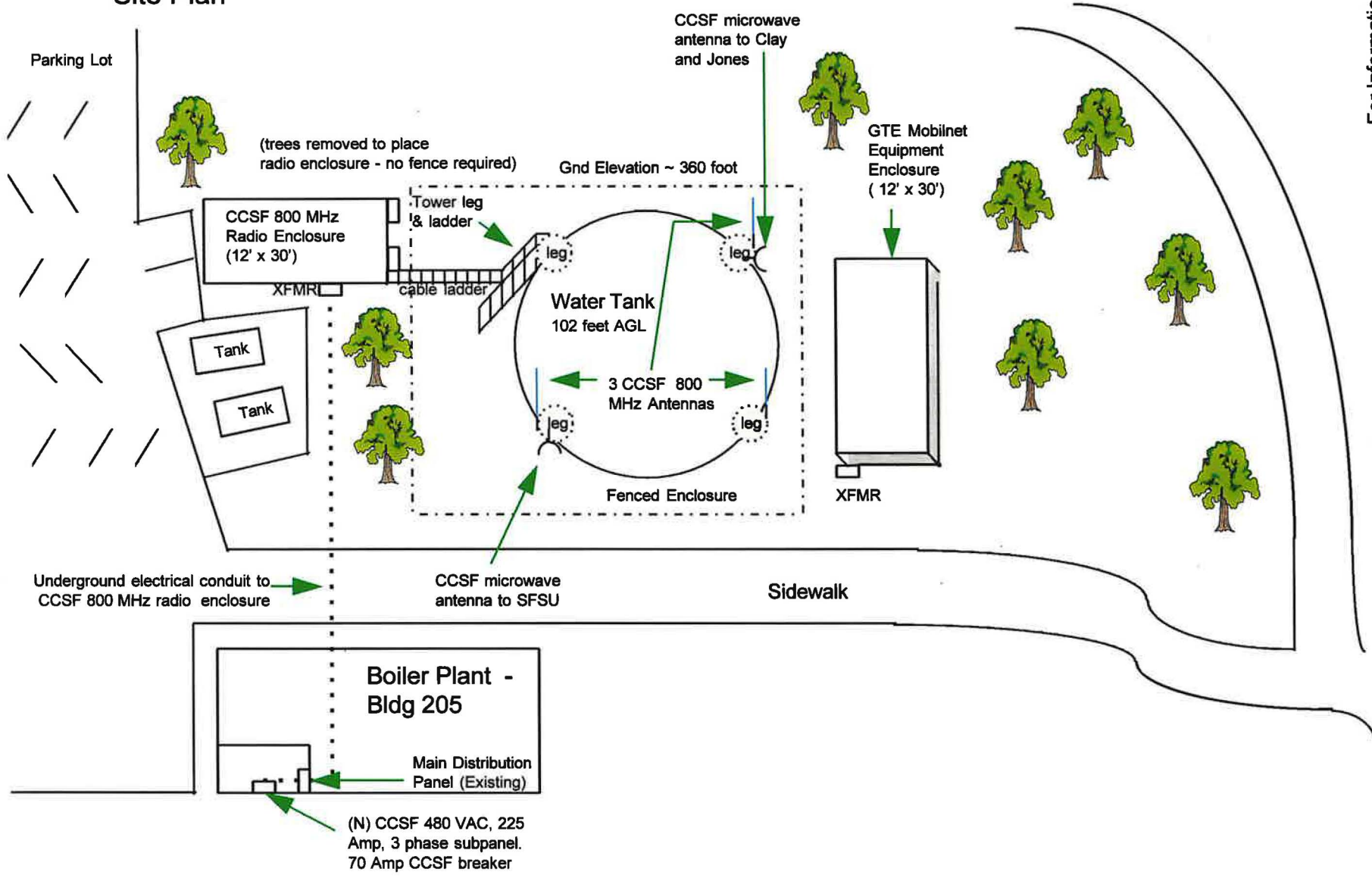
15. Neither this License nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No waiver of any breach shall affect or alter this License, 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

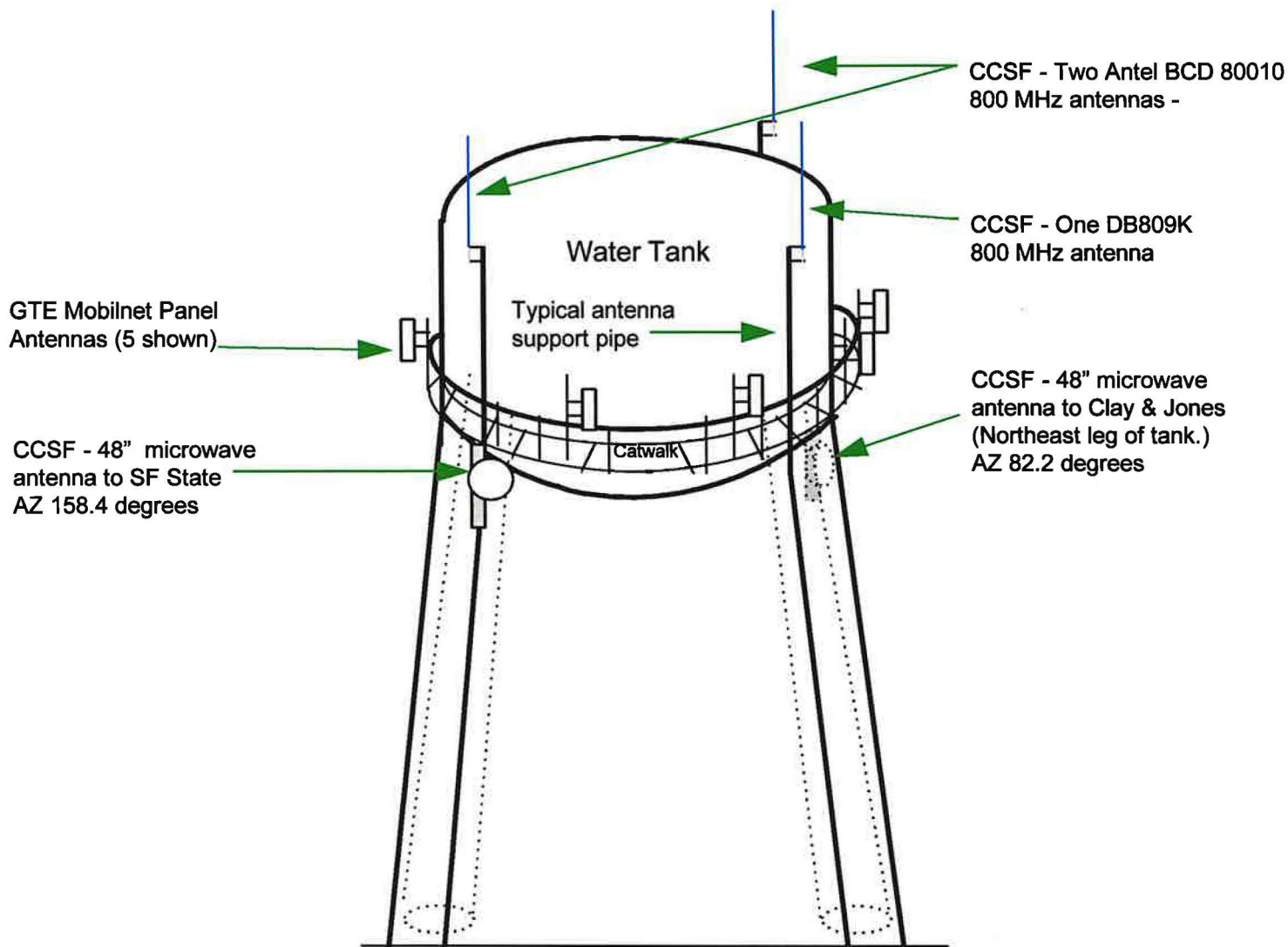


For Information Only
Not to scale

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: *3/14/98*

LICENSEE:

City and County of San Francisco

By: *Gregory R. R.*

Title: *DIRECTOR OF PROPERTY*

Date: *3/11/98*
5/2

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 ROMANT
Address: 25 VAN NESS AVE. #400, SF, 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: 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>[Signature]</u> Date: <u>2/6/98</u>	
Signature of HRC Director: <u>[Signature]</u> Date: <u>2/9/98</u>	



HRC Form 1A



[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

67-00011-00

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

67-00011-00

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 a
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

41-000110

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

41-000110

Anthony Delucchi
Director of Property
Real Estate Dept.
25 Van Ness
Suite 400
(711)

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