

1 [Telecommunication Ground Lease - Emergency Radio Tower - State of California - San
2 Bruno Mountain State Park - \$43,884 Initial Annual Base Rent - \$175,000 Payment to the
3 State Park Benefit Fund]

4 **Resolution authorizing and approving a 25-year telecommunication ground lease of**
5 **859 square feet of existing emergency radio telecommunications tower and associated**
6 **equipment with the State of California, Department of General Services, and**
7 **Department of Parks and Recreation, as Landlord, for the Department of Emergency**
8 **Management and the Department of Technology at San Bruno Mountain State Park,**
9 **South Hill Site, San Mateo County, at a yearly initial base rent of \$43,884 to commence**
10 **upon approval by the Board of Supervisors and Mayor; and approving payment of**
11 **\$175,000 to the State Park Benefit Fund.**

12
13 WHEREAS, In 1980, the California Department of Parks and Recreation (“CDPR”),
14 took title to San Bruno Mountain State Park (“SBMSP”) subject to an existing 1963 non-
15 exclusive easement benefiting the City of Daly City for the installation and use of a water
16 storage tank, water mains and appurtenances; and

17 WHEREAS, In 1997, the San Francisco Board of Supervisors approved Resolution
18 No. 804-97 authorizing the City and County of San Francisco (“City”) to enter into an
19 agreement to replace its existing radio system with a new 800 MHz Radio System to benefit
20 the City’s Police, Fire, Public Health, Sheriff, Parking and Traffic, Water, and Recreation and
21 Park Departments; and

22 WHEREAS, The City’s original study identified six locations for towers essential to
23 optimal radio coverage, an area commonly known as the City of Daly City’s (“Daly City”)
24 Reservoir 2b Water Tank site (“Water Tank Site”) on South Hill at Oakridge and Alta Vista;
25 and

1 WHEREAS, In 1998, the City entered into a no cost Lease Agreement with Daly City
2 and constructed a 40-foot emergency management radio telecommunications tower as part of
3 its 800 MHz Radio System Project at the Water Tank Site; and

4 WHEREAS, Unknown to the City of Daly City and the City, Daly City did not own the
5 Water Tank Site but rather had an easement with the State of California; and

6 WHEREAS, In January 2016, the City entered into a Right of Entry Permit (“Permit”)
7 with CDPR to accommodate the City’s application for permission to continue its activities at
8 SBMSP for use and operation of the emergency services telecommunications tower; and

9 WHEREAS, The Board of Supervisors and Mayor approved Resolution No. 452-16 on
10 October 28, 2016, authorizing the Department of Emergency Management (“DEM”) and the
11 Department of Technology (“DT”) to enter into a Purchase and Installation Agreement, and a
12 Maintenance and Support Agreement for a new Citywide 800MHz Radio System with
13 Motorola, Inc., to enhance the reliability and performance of the emergency radio network;
14 and

15 WHEREAS, The new 800MHz Radio System Project will use most of the current radio
16 sites including the tower at the South Hill site to ensure and achieve optimal radio coverage
17 for public safety agencies within the City’s boundaries; and

18 WHEREAS, The Real Estate Division on behalf of DEM and DT has negotiated a
19 lease (“Lease”) agreement substantially the form on file with the Clerk of the Board of
20 Supervisors in File No. 170154, which is hereby declared to be a part of this resolution as if
21 set forth fully herein (the “Lease”) to allow the continued use of the existing tower on South
22 Hill and the replacement of the antennas with new microwave dishes; and

23 WHEREAS, The term of the Lease shall be for twenty-five (25) years commencing
24 upon approval by the Board of Supervisors and Mayor; and

1 WHEREAS, The base monthly rent of \$3,657 is subject to annual adjustments of three
2 and one-half (3.5%) percent; and

3 WHEREAS, The City shall pay for utility costs estimated to be \$7,200 per year; and

4 WHEREAS, In consideration of the City's past use of the Lease area without payment
5 to the CDPR and the State's waiver of all claims against the City for any past rent due, City
6 agrees to contribute the negotiated total sum of One Hundred Seventy-Five Thousand and
7 No/100 Dollars (\$175,000), divided into two equal installments, due at the commencement of
8 the lease and the one year anniversary of the commencement, towards a State Park Benefit
9 Fund to provide funding for the Old Guadalupe Trail Safety Corridor Project, the Seed
10 Collection and Expansion Project and the Bog Area Stewardship Project benefitting the San
11 Bruno State Park; and

12 WHEREAS, Upon execution of the Lease, City must pay to CDPR an administrative
13 fee of One Thousand Five Hundred and No/100 Dollars (\$1,500); and

14 WHEREAS, On September 22, 2016, the Environmental Planning Division of the San
15 Francisco Planning Department determined that the Project and continued use of the property
16 for communications equipment, would not be subject to the California Environmental Quality
17 Act, Public Resources Code, Section 21000 et seq. ("CEQA"), pursuant to CEQA Guidelines
18 Section 15301 and 15303; said determination is on file with the Clerk of the Board of
19 Supervisors in File No. 160967 and is incorporated herein by reference; and

20 WHEREAS, On August 25, 1997, the Board adopted Resolution No. 805-97, finding
21 that use of the property within the easement of the City of Daly City for the existing tower is
22 consistent with the City's General Plan and with Planning Code Section 101.1-(b); a copy of
23 the General Plan Referral is on file with the Clerk of the Board of Supervisors in File
24 No. 172-97-53 and is incorporated herein by reference; now, therefore, be it

1 RESOLVED, That in accordance with the recommendation of the Executive Director of
2 the Department of Emergency Management, the Interim Director of the Department of
3 Technology, the Director of Property and the City Attorney, the Director of Property on behalf
4 of the City, as Tenant, be and is hereby authorized to take all actions necessary to execute
5 the Telecommunication Ground Lease at South Hill in the San Bruno Mountain State Park, for
6 a twenty-five year term; and, be it

7 FURTHER RESOLVED, The monthly base rent for the initial twenty-five year term shall
8 be \$3,657, subject to annual adjustments of three and one-half (3.5%) percent, exclusive of
9 utilities estimated to be \$7,200 per year; and, be it

10 FURTHER RESOLVED, The Board of Supervisors authorizes the payment of an
11 administrative fee in the amount of One Thousand Five Hundred and No/100 (\$1,500) Dollars
12 to the State of California, Department of Parks and Recreation; and, be it

13 FURTHER RESOLVED, The Board of Supervisors authorizes the payment, in two
14 equal installments due at the commencement of the Lease and the one year anniversary, of
15 One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000) towards a State Park
16 Benefit Fund to provide funding for the Old Guadalupe Trail Safety Corridor Project, the Seed
17 Collection and Expansion Project and the Bog Area Stewardship Project, and paid to the
18 State of California Department of Parks and Recreation's park operator, San Mateo County
19 Parks FBO San Bruno Mt. State Park; and, be it

20 FURTHER RESOLVED, The Board of Supervisors approves the Lease in substantially
21 the form in the Board's File and authorizes the Director of Property to take all actions, on
22 behalf of City, to enter into any amendments or modifications (including without limitation, the
23 exhibits) to the Lease that the Director of Property determines, in consultation with the City
24 Attorney, are in the best interests of the City, do not materially increase the obligations or
25 liabilities of the City, and are necessary or advisable to complete the transaction and

1 effectuate the purposes and intent of this resolution and are in compliance with all applicable
2 laws, including City's Charter; and, be it

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

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

14 FURTHER RESOLVED, That the Board of Supervisors finds that the actions
15 contemplated in this Resolution are consistent with the City's General Plan and with Planning
16 Code Section 101.1-(b) for the reasons set forth in the General Plan Referral dated
17 August 25, 1997; and, be it

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

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\$140,084
Index Code 750512
Subobject 03000

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Controller

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RECOMMENDED:

John Updike
Director of Property
Real Estate Division

RECOMMENDED:

Ken Bukowski
Acting Director
Department of Technology