

SECTION I - SHARING AGREEMENT AWARD AND ACCEPTANCE

AGREEMENT NUMBER: 36C26124S0005	EFFECTIVE DATE: June 1, 2024
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SHARING AGREEMENT FOR FURNISHING USE OF SPACE AS AUTHORIZED UNDER 38 U.S.C. 8153

This Sharing Agreement is entered into by the Department of Veterans Affairs, Medical Center, San Francisco, California for furnishing Use of Space as described herein, to the “SHARING PARTNER” identified below.

Agreement Award (to be completed by VA)

1. The Sharing Agreement shall be for a Base Period of five-years as specified below, with (3) five-year options for renewal, subject to the terms, conditions, cancellation, and renewal provisions contained herein.
 Base Period: 06/01/2024 – 05/31/2029
 Option Period 1: 06/01/2029 – 05/31/2034
 Option Period 2: 06/01/2034 – 05/31/2039
 Option Period 3: 06/01/2039 – 05/31/2044

2. Sharing Agreement Rates are detailed on Page 6.

3. The parties to this agreement are as follows:

Requesting Facility: San Francisco Veterans Affairs Health Care System 4150 Clement St. Bldg. 3 San Francisco, Ca. 94121	SHARING PARTNER City and County of San Francisco 25 Van Ness Ave. San Francisco, Ca. 94102
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4. The SHARING PARTNER shall forward monthly payments to the attention of the “**Agent Cashier**” at the VA address identified above.

5. This document is not binding on the parties unless signed below by authorized representatives of VA and SHARING PARTNER.

6. VA Authorizing Official:

a. Name and Title of VA Representative Timothy A. Smith Contracting Officer	b. Signature of VA Representative	c. Date
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7. SHARING PARTNER Authorizing Official:

a. Name and Title of SHARING PARTNER Representative Andrico Q. Penick Director of Property Real Estate Division City and County of San Francisco	b. Signature of SHARING PARTNER Representative	c. Date
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SECTION II - TERMS AND CONDITIONS

The Department of Veterans Affairs, hereinafter referred to as "SFVAMC" or "VA," will provide Use of Space as described herein, to the SHARING PARTNER identified on Page 1 of this agreement.

In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

A. AMOUNT AND TYPE OF SPACE

1. VA will furnish to SHARING PARTNER, use of the following Space: rooftops of Building 2, 6th, and 8th floors.

Footprint Size: Combined total of 6th and 8th Floor Rooftops (466.28 Sq. Ft)

6th Floor: 455.2 square feet of equipment

- One (252 sq. ft.) Radio Shelter
- One (308 sq. ft.) HVAC Unit
- One (191.45 sq. ft.) of Grated Walkway
- One (8.75 sq. ft.) Transformer

8th Floor: 11 square feet of equipment

- Eight (8.23 sq. ft.) Antennas
- Two (2.76 sq. ft) Microwave Dishes

Type/Purpose: Sharing Agreement shall permit the SHARING PARTNER to use the portion of BLDG 2, for placement, operation, maintenance, repair, of Cell Site equipment including antennas, microwave dishes, GPS, and related ancillary equipment and cables.

Location: VA Medical Center, 4150 Clement Street, San Francisco, CA 94121, BLDG 2 San Francisco, CA.

2. This contract provides for use of Space at SFVAMC to be used exclusively for installation of communications equipment. SHARING PARTNER shall not use the Space for any other purpose without written consent of the Contracting Officer.
3. SHARING PARTNER Space as identified above is shown on Attachment A.

B. SERVICES, UTILITIES, MAINTENANCE:

1. Utilities: VA will ensure that public utilities necessary for operation, to include; electricity, gas, water and sewage are available and operable upon occupancy by SHARING PARTNER. Utilities provided to subject Space will be separately metered by VA and the cost of any utilities will be charged to SHARING PARTNER on a monthly bill of collection. VA has the right to terminate utility service to the SHARING PARTNER's telephone system facility, after non-payment by SHARING PARTNER of rental or utility charge, after VA has provided SHARING PARTNER 30 calendar days certified notice of such non-payment. Such non-payment is justification for VA cancellation of this Sharing Agreement. In accordance with Section II F. 5. SHARING PARTNER will be responsible for payment of amounts due VA, until SHARING PARTNER vacates said

premises and restores Property in accordance with Section II C.8 and corrects any Property Damage IAW Section II C. 6.

2. Security Services: VA Police & Security Service will provide security services to said property, however VA shall accept no liability for loss of or damage to SHARING PARTNER'S property or personal possessions.

C. ADDITIONAL CONTRACT REQUIREMENTS:

1. Tenant Improvements: VA will **not** provide any Tenant Improvements. SHARING PARTNER will be responsible for any tenant improvements required prior to or during occupancy. Such improvements will normally be limited to minor cosmetic improvements such as, general surface painting or installation/replacement of carpet. Prior to replacing carpet or floor tiles or performing any other improvements, SHARING PARTNER must notify and obtain the written approval of the VA Contracting Officer. All tenant improvements shall comply with applicable Federal, State and Local laws, statutes, regulations and Safety Codes, and applicable VA requirements as directed by the Contracting Officer. All finishes, materials, equipment, and methods must match existing, unless approved in writing by the VA Contracting Officer. Plans for any tenant improvements must be coordinated with and approved by the VA Contracting Officer prior to the SHARING PARTNER beginning such tenant improvements.

2. Access to Space: CCSF Technicians need to arrange access to the restricted areas in accordance with the following priority levels and actions through the listed Points of Contact. The technicians will use the issued rooftop key once escorted through restricted areas as described in Attachment B SITE ACCESS.

3. Telecommunication and Data Equipment: SHARING PARTNER shall be responsible for *all charges* for installation and maintenance of Telecommunication and Data equipment, lines, or services to include Telephone, Facsimile, and Internet service to include the cost of all monthly service charges. Such charges shall be billed directly to and paid for by SHARING PARTNER. Telecommunication and Data Installation shall be coordinated with the VA Information Resources Management (IRM) and Engineering Service staff.

4. Signage: VA will provide applicable signage for the Space. The design, materials and location of signage will be determined by VA.

5. Damage to Space: If the subject Space is totally destroyed by fire or other casualty (not caused by SHARING PARTNER), the contract shall be cancelled immediately with no monetary or contractual penalties to either SHARING PARTNER or the VA. VA will not be responsible for providing alternate Space. If the SHARING PARTNER causes the damage, contract shall remain in force and in effect. If VA is responsible for the fire or other casualty causing loss to SHARING PARTNER, SHARING PARTNER may make a claim for damages in accordance with the claim procedures under the Federal Tort Claims Act (62 Sta.869, 982; 28 U.S.C. 2671-2680).

6. Property Damage: Any property of the VA destroyed or damaged by SHARING PARTNER, incident to the use and occupation of the said property, shall be promptly repaired or replaced by SHARING PARTNER to the reasonable satisfaction of the Contracting Officer. In lieu of such repair or replacement, SHARING PARTNER shall, if so required by the Contracting Officer, pay to the VA a sum in an amount sufficient to compensate the VA for the actual loss sustained by the VA.

7. Subleasing: SHARING PARTNER shall not be authorized to sublease the Space.

8. Restoration of Property: On or before the date of expiration or cancellation of this contract SHARING PARTNER shall vacate the demised premises, remove its personal property and, at the option of VA, remove any fixtures therefrom and restore the premises to as good order and condition as that existing upon the date of commencement of the contract. Damages beyond the control of SHARING PARTNER and due to fair wear and tear excepted. In the event SHARING PARTNER fails to comply with the duties set forth in this paragraph, SHARING PARTNER shall pay to VA on demand, any sum which may have to be expended after the expiration or cancellation of this contract, to restore the premises to the condition as stated herein.

Nothing in this Agreement is intended to convey to the VA, a real property interest or personal property interest in the equipment shelter or antennas and fixtures used by SHARING PARTNER.

9. Compliance with Laws:

a. SHARING PARTNER shall obtain state permits and licenses where State law requires those facilities to purchase services from entities permitted/licensed by the State and maintain the same throughout the base period and all options exercised under Sharing Agreement. SHARING PARTNER will be responsible for payment of any applicable service charges and fees in obtaining such permits and licenses including but not limited to applicable FCC regulations and compliance with the Telecommunications Act of 1996. VA will cooperate with SHARING PARTNER, to the extent needed by SHARING PARTNER, in obtaining governmental approval at no expense to the VA. However, it is SHARING PARTNER's sole responsibility to obtain the appropriate permits/licenses and to pay any applicable fees.

b. SHARING PARTNER shall comply with all applicable rules, laws, ordinances, and orders regulations of the State, county, municipality, and requirements of the Federal government departments & bureaus wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

c. SHARING PARTNER shall be responsible for ensuring its operation conforms to all pertinent local, county, state and federal laws. SHARING PARTNER will not use subject Space for the sale of alcohol or firearms, gambling activities, partisan political activities, storage or processing of hazardous materials, or other activities determined improper by VA. In addition, the manufacture, distribution, dispensing, possession or use of controlled substances, alcoholic beverages or weapons is prohibited on federal property.

d. Federal Acquisition Regulation 52.222-26 Equal Opportunity (SEPT 2016) is hereby referenced and incorporated in full force. In the clause, the term "Contractor" is hereby replaced with "SHARING PARTNER".

10. VA Access to Space: VA will have access to the SHARING PARTNER Space 24 hours per day, 7 days per week and reserves the right to inspect the Space as necessary in order to furnish any labor, materials or equipment required to maintain the integrity and safety of the Space.

11. SHARING PARTNER'S Property: During the course of occupancy, all documents, records, programs, materials and other appurtenances placed by SHARING PARTNER and confined within the said Space shall remain the sole property of SHARING PARTNER or its designees. Such items will not be subject to access or possession by individuals or organizations other than those authorized by SHARING PARTNER.

12. RADIO TRANSMITTER INSTALLATIONS

SHARING PARTNER shall include copies of the applicable Federal Communications Commission (FCC) operating license(s) or a certified copy of the request for such licenses(s) prior to Government allowing operation of radio transmitter facilities. SHARING PARTNER shall cease operation and eliminate any frequency interference to other communications equipment in the vicinity of the medical center or medical equipment in use at the VA medical center and will not permit its equipment or use to of Premises as a Sprint Site to cause interference with or impairment of the office, computer or communications equipment or fibrillators, electrocardiogram equipment, pagers or any other medical equipment used by the VA or any of its Agents or other SHARING PARTNERS located on, around or in the VA Medical Center.

13. SITE CONDITIONS AND DAMAGE

a. Except as may be otherwise provided, no VA property shall be destroyed, displaced, or damaged by SHARING PARTNER in the exercise of the privilege granted by this agreement without prior written consent of the Contracting Officer and the express agreement of the SHARING PARTNER to replace, return, repair, and restore any such property to a condition satisfactory to the Contracting Officer upon demand. SHARING PARTNER shall conduct no mining operations nor remove any mineral substances from the premises of the VA, which are herein agreed to be used.

b. The Space shall be restored to its pre-existing condition and configuration. The SHARING PARTNER shall be responsible for all damages to VA's property caused by their negligence. Any and all repairs will be at the expense of the SHARING PARTNER.

c. SHARING PARTNER shall maintain, restore, and protect the VA premises in lieu of monetary consideration, as provided by Title 38, United States Code, section 8122, and the SHARING PARTNER shall pay to the Government on demand any sum which may have to be expended after the expiration or termination of this agreement to restore the premises to the condition required by the Contracting Officer hereof.

d. SHARING PARTNER has inspected and knows the condition of the property, and it is understood that the same is hereby used without any representation or warranty by the Government whatsoever and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

e. No alterations shall be made or improvements installed in the demised premises by the SHARING PARTNER without the prior written consent of the Government.

f. The right is hereby reserved to the Government, its officers, agents, and employees to enter upon said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government and the SHARING PARTNER shall have no claim of any character on account thereof against the Government or any officer, agent, or employee thereof.

g. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the SHARING PARTNER, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to VA.

h. If Lessee Facilities should cause interference to Lessor or other lessees or tenants of Lessor located on said facility, Lessor shall notify Lessee in writing of such interference, and Lessee shall proceed to try to correct such harmful interference. If within ten (10) days from receipt of notice of interference Lessee has failed to correct such interference, the Lessor may require that Lessee cease operation of Lessee Facilities until such harmful interference can be corrected or eliminated, at which time Lessee may resume operation of Lessee Facilities. Lessor shall permit Lessee to test Lessee Facilities periodically in order to correct such harmful interference.

(Space is left intentionally blank)

D. CONTRACT RATES:

1. The following *Contract Rates identified below shall apply:

Option Period	Year	Monthly	Annual
Base	6/1/2024 - 5/31/2025	\$ 9,804.00	\$ 117,648.00
Base	6/1/2025 - 5/31/2026	\$ 10,098.12	\$ 121,177.44
Base	6/1/2026 - 5/31/2027	\$ 10,401.06	\$ 124,812.76
Base	6/1/2027 - 5/31/2028	\$ 10,713.10	\$ 128,557.15
Base	6/1/2028 - 5/31/2029	\$ 11,034.49	\$ 132,413.86
Option Period: 1	6/1/2029 - 5/31/2030	\$ 11,365.52	\$ 136,386.28
Option Period: 1	6/1/2030 - 5/31/2031	\$ 11,706.49	\$ 140,477.86
Option Period: 1	6/1/2031 - 5/31/2032	\$ 12,057.68	\$ 144,692.20
Option Period: 1	6/1/2032 - 5/31/2033	\$ 12,419.41	\$ 149,032.97
Option Period: 1	6/1/2033 - 5/31/2034	\$ 12,792.00	\$ 153,503.96
Option Period: 2	6/1/2034 - 5/31/2035	\$ 13,175.76	\$ 158,109.07
Option Period: 2	6/1/2035 - 5/31/2036	\$ 13,571.03	\$ 162,852.35
Option Period: 2	6/1/2036 - 5/31/2037	\$ 13,978.16	\$ 167,737.92
Option Period: 2	6/1/2037 - 5/31/2038	\$ 14,397.50	\$ 172,770.05
Option Period: 2	6/1/2038 - 5/31/2039	\$ 14,829.43	\$ 177,953.16
Option Period: 3	6/1/2039 - 5/31/2040	\$ 15,274.31	\$ 183,291.75
Option Period: 3	6/1/2040 - 5/31/2041	\$ 15,732.54	\$ 188,790.50
Option Period: 3	6/1/2041 - 5/31/2042	\$ 16,204.52	\$ 194,454.22
Option Period: 3	6/1/2042 - 5/31/2043	\$ 16,690.65	\$ 200,287.84
Option Period: 3	6/1/2043 - 5/31/2044	\$ 17,191.37	\$ 206,296.48
Total			\$ 3,161,245.82

- On the above Year dates (June 1, 2024) the SHARING PARTNER shall begin paying the indicated monthly rate, in accordance with PAYMENTS Section II E.
- SHARING PARTNER shall have the right to renew this Agreement three (3) times, each for an additional five-year term, by notifying the VA in writing of its intent to renew no later than one hundred and twenty (120) calendar days prior to expiration of the initial Agreement term or any extension thereof; immediately thereafter begin good faith negotiations; and reaching agreement with VA on the rental rates for the option period's years (Option 1: 6/01/2029 through 5/31/2034 ; Option 2: 6/01/2034 through 5/31/2039; Option 3: 6/01/2039 through 5/31/2044). Exercise of a renewal option will necessitate negotiation of "fair market value rent" for the Option period year monthly rents; no other terms or conditions will be altered by such renewal. In determining fair market value monthly rent, the VA and SHARING PARTNER shall include looking at the rental rates for other antenna spaces in the vicinity. Nevertheless, the VA is not limited to basing its determination of a "fair market value" on this criterion only, but can develop or use any criteria deemed by the VA to be relevant. If the VA and SHARING PARTNER are unable to reach agreement, the SA shall be canceled by Unilateral Modification by the VA, as of the end of that current year period.

E. PAYMENTS

1. Monthly payments for the base period and any and all options periods shall be made in a timely manner. Payments shall be furnished in the form of a certified or cashier's check, bank draft, US Post Office money order, or US currency, in the penal sum listed above. SHARING PARTNER shall forward monthly payments to the attention of the "Agent Cashier" at the address identified on the front page block #3, Section 1 – Contract Award and Acceptance.
2. If the contract commencement date is other than the first calendar day of a calendar month, or if contract cancellation is other than the last calendar day of a calendar month, the contract rate for that month shall be prorated on a daily basis, based on a thirty (30) day month.
3. Notwithstanding any other provision of this contract, unless paid as specified above, all amounts that become payable by SHARING PARTNER to the VA under this contract shall bear simple interest at the rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of first written demand, until paid.

F. CANCELLATION

1. SHARING PARTNER may cancel this contract at any time by providing VA written notice at least **sixty (60) calendar days** prior to the cancellation date and vacating the premises in accordance with Section II paragraph C. 6. and 8.
2. VA reserves the right to deny provision of Space or service to SHARING PARTNER where Space or service is unavailable, or if provision of Space or service to SHARING PARTNER would deny or delay care to eligible veterans. VA agrees to notify SHARING PARTNER of any changes in availability of Space or services specified in this contract.
3. Determinations by VA concerning the availability of services and resources to be provided by VA pursuant to this contract are conclusive, binding on the parties to this contract and non-reviewable. The decision of VA not to provide any service or resource called for by this contract because of its unavailability does not constitute a breach of the contract and is not considered a cause for cancellation of the contract in whole or in part.
4. Unless as described in subparagraph 2, above, the Space is required for priority use for veteran's needs, VA may cancel this contract at any time, without incurring any liability to SHARING PARTNER, by furnishing SHARING PARTNER written notice at least **sixty (60) calendar days** prior to the cancellation date. SHARING PARTNER is responsible for payment of all services rendered by VA prior to cancellation date. VA reserves the right to occupy the premises and exclude SHARING PARTNER as of the cancellation date.
5. If this contract is cancelled by either party, SHARING PARTNER will be responsible for payment of all amounts due VA until time SHARING PARTNER vacates said premises.

6. Notwithstanding any other term or condition of the Sharing Agreement, this License is terminable by the VA upon one hundred and eighty (180) calendar days written notice to the SHARING PARTNER.

G. GENERAL TERMS AND CONDITIONS

1. Modifications

a. The terms described herein may be changed by written modification to this contract. Either party may request modification to this contract at any time. The VA Contracting Officer shall prepare modifications to this contract. All modifications shall be in writing and, except for cancellation, shall have the written consent of an authorized representative of the SHARING PARTNER and the VA Contracting Officer or other authorized VA representative.

b. Any oral statement or representation by any representative of the VA, changing or supplementing the contract or any condition thereof, is unauthorized and shall confer no right upon SHARING PARTNER or obligation upon VA. Furthermore, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the VA unless furnished or agreed to in writing, by the VA Contracting Officer or authorized VA representative.

2. Indemnification

SHARING PARTNER shall hold harmless and indemnify VA from claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from SHARING PARTNER'S wrongful or negligent conduct in the performance of this Contract or obligations arising out of or resulting from SHARING PARTNER'S wrongful or negligent conduct in the use of the Space.

3. Insurance

a. Public Liability Insurance: SHARING PARTNER shall obtain and keep in force and effect, public liability insurance coverage in the minimum amount of **\$1,000,000** per occurrence to protect the VA from third party property damage and bodily injury claims arising out of the use of the property by SHARING PARTNER. Evidence of such insurance coverage shall be furnished to the Contracting Officer prior to the SHARING PARTNER taking occupancy of said property. Notwithstanding anything to contrary above, the VA recognizes and agrees that SHARING PARTNER may self-insure for the above insurance requirements.

b. Fire Insurance: For such period as SHARING PARTNER is in possession of the premises pursuant to the provisions and conditions of this contract, SHARING PARTNER shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the Space to the full insurable value thereof. SHARING PARTNER shall procure such insurance from any responsible company or companies and shall furnish the original policy or policies or certificates of insurance to the VA. The policy or policies

evidencing such insurance shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of VA, shall be payable to SHARING PARTNER solely for the repair, restoration or replacement of the property damaged or destroyed, to be paid to VA, provided however, that the insurer, after payment of any proceeds to SHARING PARTNER in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by SHARING PARTNER. Nothing herein contained shall be construed as an obligation upon the VA to repair, restore or replace the premises or any part thereof. Notwithstanding anything to contrary above, the VA recognizes and agrees that SHARING PARTNER may self-insure for the above insurance requirements.

4. Waivers of Subrogation:

VA and the SHARING PARTNER hereby waive any right of recovery against the other due to loss of or damage to the property of either the VA or the SHARING PARTNER when such loss or damage to property arises out of the acts of GOD.

6. Order of Precedence:

The terms, conditions, and attachments included herein, including any formal written modifications, thereto, constitute the complete agreement between the parties and take precedence over any other language, oral or written.

7. Default by SHARING PARTNER:

VA may immediately cancel this agreement if any of the following conditions occur:

- a. Payments are not made in accordance with the sharing agreement.
- b. SHARING PARTNER fails to comply with the requirements of the agreement.
- c. SHARING PARTNER is negligent regarding the use and care of the premises.
- d. VA may make such cancellation, notwithstanding other parts of this contract.

8. Disputes

All disputes arising or relating to this contract shall be resolved in accordance with the following:

- a. As used herein, "claim," means a written demand or assertion by one of the parties seeking as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising, or relating to this contract.
- b. Any controversy or claim arising out of or relating to this contract on behalf of SHARING PARTNER shall be presented initially to the VA Contracting Officer for consideration. The VA will furnish a written reply on the claim to SHARING PARTNER.
- c. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled according to

the Civilian Board of Contract Appeals and or the Court of Federal Claims in accordance with the Federal Acquisition Regulation FAR 52.233-1 Disputes.

d. Any claim by SHARING PARTNER must be presented no later than 90 calendar days after cancellation or final expiration of the contract, whichever occurs earlier, otherwise SHARING PARTNER forfeits its right(s) to relief.

9. Governing Law

Notwithstanding any other parts of this contract, this contract shall be governed, construed, and enforced in accordance with Federal law.

10. Marketing

SHARING PARTNER shall not advertise or use any marketing material, logos, trade names, service marks, or other material belonging to the Department of Veterans Affairs or VA without the consent of VA.

11. VA Representatives

a. VA will assign a Contracting Officer or other representative who will be authorized to act on behalf of VA in the following capacity: make changes to the contract provisions, including changes involving increases or decreases in contract price, and no cost changes, making changes to the scope of the contract, requiring extras other than stated in the contract, extending the time established in the contract, canceling the contract in whole or in part, or conducting price or cost negotiations for proposed contract changes. A VA Contracting Officer or other authorized representative is the only official who can bind the VA.

b. The Contracting Officer or other authorized representative reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice, or to generally oversee the technical aspects of the services provided under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation will be furnished to SHARING PARTNER upon contract award.

12. Relationship between the Parties

The relationship of the parties to this Contract is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the parties is that of an independent contractor relationship.

13. Federal Holidays

For the purposes of this contract, the following federal holidays shall be observed and SHARING PARTNER will not have access to the VA Contractual POC or other authorized representative for satisfaction or execution of any term of this Sharing Agreement: New Year's Day, Presidents Day, Martin Luther King's Birthday, Memorial Day, Independence

Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas.

14. Authorities

This contract is entered into under the authority of Title 38 U.S.C., Section 8153.

15. Effective Date

This Agreement will be effective on the date on that (a) is signed by both parties, the VA Contracting Officer and authorized representative of the City and County of San Francisco and (b) or a date stated in the Agreement by the Veterans Affairs when this Agreement is duly executed and delivered by the parties.

16. Controllers Certification of Funds

The terms of this Agreement are governed by and subject to the budgetary and fiscal provisions of City's Charter. Notwithstanding anything to the contrary contained in this Agreement, there will be no obligation for the payment or expenditure of money by City under this Agreement unless the Controller of the City and County of San Francisco first certifies, under Section 3.105 of City's Charter, 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 Agreement commences, sufficient funds for the payment of rent are not appropriated, then City may terminate this Agreement, without penalty, liability, or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City will use its reasonable efforts to give VA reasonable advance notice of the termination.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE VA ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL CITY'S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS AGREEMENT ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS AGREEMENT WILL BE NULL AND VOID IF CITY'S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS AGREEMENT, IN THEIR RESPECTIVE SOLE DISCRETION.

[Signatures appear on the following page]

IN WITNESS WHEREOF, The VA and City have executed this Agreement as of the date first above written.

VA:

DEPARTMENT OF VETERANS AFFAIRS

By: _____
Name: _____
Title: _____

RECOMMENDED:

By: _____
Name: _____
Title: _____

CITY:

City and County of San Francisco,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

APPROVED AS TO FORM:

DAVID, CHIU, City Attorney

By: _____
Deputy City Attorney

ATTACHMENT A - PHOTO of CCSF
Antenna sites and equipment



ATTACHMENT B: SITE ACCESS

Priority Level Description	
1	In an emergency: *Service affecting equipment failures, resulting in loss of audio or data for end users; or Any degradation of system backhaul, microwave connectivity or fiber disruption; or 50% or greater loss of DC power capacity.
2	In need of repairs; or Loss of Redundant capacity.
3	In need of maintenance: Non-Critical Failure; or Preventative Maintenance; or Software Upgrades; or Visual inspection.

Priority Level Actions		Contact
1	By pre-authorized City employees with as much notice as reasonably possible, given the emergency CCSF shall provide a List of 3 Technicians who would be assigned this emergency call to have on file with the VA Police	VA Police
2	Pre-arranged during Normal Business Hours but with less than 24 advance notices	VA Engineering
3	Pre-arranged during Normal Business Hours but with not less than 48 hours advance notice	VA Engineering

Priority Level POC's	
Sharing Partner	Simon Williams Public Safety Radio System Manager Department of Technology, City and County of San Francisco 200 Paul Ave, Building B, San Francisco, CA, 94124 Email: Simon.Williams@sfgov.org Cell: 650-714-9255
Sharing Partner	Mar Eugenio Sr. Comm Systems Tech City and County of San Francisco Department of Technology/CRS Radio Site San Francisco, CA 415-285-1486
VA POC	Frank Marino Program Specialist Engineering Service SFVA HCS (cell) 415 319 1194