

1 [Real Property Lease - New Cingular Wireless PCS, LLC - 260 Golden Gate Avenue -
2 \$92,352 Annual Initial Base Rent]

3 **Resolution authorizing and approving the lease of telecommunications facilities on a**
4 **portion of the roof at 260 Golden Gate Avenue with New Cingular Wireless PCS, LLC,**
5 **for a ten-year term at an initial annual rent of \$92,352 or the monthly base rent of**
6 **\$7,696, with 4% annual adjustments thereafter, and two five-year options to extend,**
7 **with tenant responsible for all services and utilities, to commence upon execution after**
8 **approval by the Board of Supervisors and Mayor, in their respective sole and**
9 **absolution discretion.**

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11 WHEREAS, The City and County of San Francisco (“City”) owns real property at 260
12 Golden Gate Avenue (“Building”), formerly under the San Francisco Fire Department’s
13 jurisdiction, currently under the jurisdiction of the Department of Homelessness and
14 Supportive Housing; and

15 WHEREAS, In 1996, the City entered into a telecommunications lease for a portion of
16 the roof and a portion of the north side of the Building with the Bay Area Cellular Telephone
17 Company aka AT&T Wireless; and

18 WHEREAS, AT&T Wireless, now New Cingular Wireless PCS, LLC, desires to upgrade
19 and replace a portion of its telecommunications equipment at 260 Golden Gate Avenue; and

20 WHEREAS, The City, through its Real Estate Division and with consultation from the
21 Office of the City Attorney, and New Cingular Wireless PCS, LLC (“Cingular”), formerly AT&T
22 Wireless (“Tenant”) have negotiated the proposed lease (“Lease”), which provides an initial
23 Base Rent of \$92,352 per year (\$7,696 per month) with an annual adjustment of 4% each
24 January 1st and includes two five-year options to extend the Lease; and

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1 WHEREAS, Tenant is currently responsible for reimbursement to City for utilities and
2 will continue to reimburse City for utilities; and

3 WHEREAS, Tenant warrants that it has or will have acquired all licenses, permits, and
4 other regulatory approvals required for the upgrades and revisions to its telecommunications
5 equipment on the rooftop, side of building and inside equipment room, for the operation of the
6 Tenant's telecommunications facilities; and

7 WHEREAS, Individual cellular company network needs typically make competitive
8 bidding impractical, especially where a company has already placed equipment, but approval
9 of this Lease shall not preclude another cellular carrier from installing facilities atop the same
10 property in the future; and

11 WHEREAS, Tenant shall be responsible for all utilities and services for the use of the
12 telecommunications site within the Premises; and

13 WHEREAS, The term of the lease shall be for ten (10) years commencing upon
14 approval by the Board of Supervisors and Mayor; and

15 WHEREAS, Tenant shall have two five-year option terms to extend the Lease unless
16 Tenant is in default; now, therefore, be it

17 RESOLVED, That in accordance with the recommendation of the Director of the
18 Department of Homelessness and Supportive Housing, the Director of Property and the City
19 Attorney, the Director of Property on behalf of the City, as Landlord, be and is hereby
20 authorized to take all actions necessary to execute the Lease (a copy of which is on file with
21 the Clerk of the Board of Supervisors in File No. _____) at 260 Golden Gate Avenue, at a
22 Base Rent of \$92,352 per year, with annual escalation of 4%, for an initial ten year term and
23 two five-year options to extend; and, be it

24 FURTHER RESOLVED, The Board of Supervisors approves the Lease in substantially
25 the form in the Board's File and authorizes the Director of Property to take all actions, on

1 behalf of City, to enter into any amendments or modifications (including without limitation, the
2 exhibits) to the Lease that the Director of Property determines, in consultation with the City
3 Attorney, are in the best interests of the City, do not materially increase the obligations or
4 liabilities of the City, and are necessary or advisable to complete the transaction and
5 effectuate the purposes and intent of this resolution and are in compliance with all applicable
6 laws, including City's Charter; and, be it

7 FURTHER RESOLVED, That the Lease contains language indemnifying and holding
8 harmless the City from, and agreeing to defend the City against, any and all claims, costs and
9 expenses, including, without limitation, reasonable attorney's fees, incurred as a result of
10 Tenant's use of the Premises; and, be it

11 FURTHER RESOLVED, That the Competitive Bidding Procedures would be impractical
12 or impossible due to Federal law and individual cellular company network needs, including the
13 existing Tenant equipment on the roof and building; and, be it

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

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

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RECOMMENDED:

Andrico Q. Penick
Director of Property
Real Estate Division