

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
AMENDMENT NO. 1 TO RADIO COMMUNICATIONS SITE LEASE

THIS AMENDMENT NO. 1 TO RADIO COMMUNICATIONS SITE LEASE (this “**First Amendment**”), dated as of December 16, 2024 for reference purposes, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“**City**” or “**Tenant**”), acting by and through its **PUBLIC UTILITIES COMMISSION** (the “**SFPUC**”), and **COMMUNICATION AND CONTROL, INC.**, a California corporation (“**Landlord**”). City and Landlord sometimes are referred to collectively in this First Amendment as the “**Parties**” or singularly as a “**Party**.”

RECITALS

A. Landlord owns the real property located in Alameda County, California, designated as Assessor’s Parcel No. 096-0090-005-07, and more commonly known as Mt. Allison (the “**Property**”). Pursuant to a Radio Communications Site Lease dated November 1, 2005, and a Radio Communications Site Lease dated July 1, 2012, between Landlord and City, through the SFPUC (together, the “**Original Leases**”), City leased from Landlord, certain space on the Property on which Landlord owns and operates communications towers (collectively, the “**Tower**”) and equipment shelters and other associated ground facilities (collectively, the “**Existing Premises**”) for the SFPUC’s antennas and equipment (collectively, the “**City Facilities**”) as shown and described in the attached **Exhibit B**.

B. The Original Leases expired, and the Parties entered into a new Radio Communications Site Lease dated April 1, 2015 (the “**Current Lease**”), which allows City to **(1)** continue leasing the Existing Premises, **(2)** construct a new tower for one of City’s existing antennas and affix an additional antenna, and **(3)** lease other space in the shelter for additional equipment as shown and described in the attached **Exhibit B**. The Current Lease is attached to this First Amendment as **Exhibit A**.

C. The Current Lease provides City with a nonexclusive license for the placement and maintenance of antenna cables and other appurtenances, and vehicular and pedestrian access to and from the Premises.

D. The Parties now desire to amend the Current Lease to expand the area of the Existing Premises and allow the SFPUC to install, operate, and maintain additional equipment within the existing equipment shelter and antenna appurtenances on the tower located on the Existing Premises (all described as the “**Additional City Facilities**”), as shown and described in the attached **Exhibit C** (the “**Expanded Premises**”), on the terms and conditions set forth in the Current Lease, as amended by this First Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this First Amendment have the meanings as set forth in the Current Lease.

2. **Effective Date.** This First Amendment will become effective on, and the Current Lease will be amended as of and after, the date (the “**Amendment Effective Date**”) that this First Amendment is fully executed and delivered by the Parties.

3. **Amendments to Current Lease.** The Current Lease is hereby amended as follows:

3.1 **Section 1 - Basic Lease Information.** The following subsections in **Section 1** of the Current Lease are hereby amended and restated as follows:

Premises (Section 2.1): *The Existing Premises are shown and described in the attached **Exhibit B** and the Expanded Premises are shown and described in the attached **Exhibit C** (together, the “**Premises**”).*

Base Rent (Section 4.1): *The Monthly Base Rent for the Existing Premises is \$5,713.51, subject to adjustment as provided in **Section 4.2** (Adjustments in Base Rent).*

*The Monthly Base Rent for the approved Additional City Facilities is \$3,366.00 as shown and described in the attached **Exhibit D** (the “**Additional SFPUC Equipment Rent**”).*

Key Contact for Tenant: *Alan Lane, SFPUC Radio Communications Manager*

Telephone No.: *(415) 535-3131*

Secondary Key Contact for Tenant: *Jennifer Hopkins, SFPUC Chief Information Officer*

Telephone No.: *(415) 934-3921*

3.2 **Section 11.1.** Section 11.1 is hereby amended and restated as follows:

Utilities and Services. *During the Term, Landlord shall furnish, or cause to be furnished to the Premises, the following utilities or services necessary or appropriate for City's use and enjoyment of the Premises including, but not limited to: (a) Climate control (HVAC) in the shelter portion of the Premises in amounts required for City's comfortable use and operation of the shelter portion of the Premises and Tenant's Equipment on a twenty-four (24) hours-a-day, three hundred sixty-five (365) days-a-year basis (“**Daily Basis**”) maintaining a temperature range from not less than -30 and not greater than 60 °C (-22 to +140 °F), and (b) telephone service in the form of at least one voice PSN telephone line with call in capability in the shelter. During the Term, Landlord shall provide a fuel powered electrical generator for the benefit of the Premises in the event of emergency or interruption of utility service. Landlord does not guarantee that the generator will function; however, Landlord will provide maintenance and servicing of the generator in accordance with manufacturer recommendations,*

including regular general inspection, lubrication service, cooling system service, fuel system service, servicing and testing starting batteries and regular engine exercise.

During the Term, Tenant will take over the applicable electrical utility meter on this PG&E account from Landlord and pay all electrical costs.

Tenant shall not: (a) connect or use any electrical equipment that exceeds the capacity of the electrical system(s) on the Property; or (b) connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be shown on the Approved Plans and for any other such modifications at Tenant's sole cost as are reasonably approved in writing in advance by Landlord.

Landlord shall pay for all gas costs.

3.3 Section 28.23 – Notification of Limitations on Contributions. Section 28.23 is hereby amended and restated as follows:

Sunshine Ordinance; Public Records Law. *Through its execution of this Lease, Landlord acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever the transaction would require the approval by a City elected officer, the board on which that City elected officer serves, or a board on which an appointee of that elected officer serves, from making any campaign contribution to (1) the City elected officer if the contract must be approved by that official, (2) a candidate for the City elective office, or (3) a committee controlled by the elected officer or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve (12) months after the date the contract is approved. Landlord acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same elected officer or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Landlord further acknowledges that (i) the prohibition on contributions applies to each Landlord; each member of Landlord's board of directors, and Landlord's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Landlord; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Landlord and (ii) within thirty (30) days of the submission of a proposal for the Lease, the City department with whom Landlord is contracting is obligated to submit to the Ethics Commission the parties to the Lease and any sublicensee. Additionally, Landlord certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the lease and has provided the names of the persons required to be informed to the City department with whom it is leasing.*

3.4 Section 28.34. Section 28.34 is hereby added to the Current Lease:

Recording. Landlord agrees that it will not record this Lease nor any memorandum or short form of this Lease in the Official Records of any county of the State of California.

4. Miscellaneous.

4.1 Reference. No reference to this First Amendment is necessary in any instrument or document at any time referring to the Current Lease. Any future reference to the Lease will be deemed a reference to the Current Lease as amended by this First Amendment.

4.2 Entire Agreement; No Other Amendment. The Current Lease will continue in full force and effect as amended by this First Amendment. The Current Lease as amended by this First Amendment constitutes the entire agreement between City and Landlord regarding the subject matter of the Current Lease and supersedes and cancels all previous negotiations, agreements, or understandings, if any, regarding the matters contained in the Current Lease as amended by this First Amendment. In the event of any conflict between the terms of the Current Lease and the terms of this First Amendment, the terms of this First Amendment will control.


4.3 Applicable Law. This First Amendment will be governed by, construed, and enforced in accordance with the laws of the State of California and City’s Charter.

4.4 Further Instruments. City and Landlord will execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this First Amendment.

City and Landlord are deemed to have executed this First Amendment as of this ____ day of _____, 2025.

LANDLORD:

COMMUNICATION & CONTROL, INC.,
a California corporation

By: 
SCOTT MCQUEEN
Its: Vice President, Operations

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution
No. 24-0185)

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney