

1 [Communications Agreement - Bay Area Rapid Transit - Extend Commercial Fiber and
2 Cellular Infrastructure to San Francisco Municipal Transportation Agency Underground
3 System]

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4 **Resolution authorizing the San Francisco Municipal Transportation Agency (SFMTA) to**
5 **execute a Communications Agreement with Bay Area Rapid Transit District (BART)**
6 **allowing BART to negotiate and enter into license agreements with**
7 **telecommunications carriers on behalf of the SFMTA to extend BART’s existing**
8 **underground commercial fiber and cellular infrastructure to the SFMTA underground**
9 **system for a 15-year term, plus two five-year options.**

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11 WHEREAS, The SFMTA currently experiences long absences of cellular coverage in
12 the underground system and believes that providing reliable cellular coverage is in the best
13 interests of both the SFMTA and its customers; and

14 WHEREAS, SFMTA examined various options for construction of underground cellular
15 infrastructure and concluded that the most effective way to provide cellular coverage to the
16 SFMTA underground is to extend BART’s existing underground Distributed Antennae System
17 already in place along Market Street and managed by BART; and

18 WHEREAS, The Communications Agreement between SFMTA and BART will enable
19 BART to extend its existing underground commercial and fiber cellular infrastructure to the
20 SFMTA underground by allowing BART to negotiate and enter into license agreements with
21 telecommunications carriers and by implementing the work needed; and

22 WHEREAS, BART will collect annual license payments from participating
23 telecommunications carriers and will distribute a portion of the license payments to SFMTA;
24 and

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1 WHEREAS, SFMTA desires to execute a 15-year communications agreement
2 (“Agreement”) with BART; and

3 WHEREAS, The Agreement includes the following key terms and conditions:

4 (a) Term. The Term of the Agreement is 15 years.

5 (b) Negotiation. BART is authorized to take the lead to negotiate and enter into license
6 agreements with telecommunications carriers and implement the work needed.

7 (c) Revenue. SFMTA will receive a portion of the annual license payments collected by
8 BART as follows: 20% for areas controlled or used by BART and 50% for areas
9 controlled or used by SFMTA.

10 (d) Option to Extend. The parties have the option to extend the Agreement for two five-
11 year terms.

12 WHEREAS, On September 20, 2016, the SFMTA Board of Directors approved
13 Resolution No. 16-130 authorizing the Director of Transportation of the SFMTA to execute the
14 Agreement and to forward to the Board of Supervisors for final approval; and

15 WHEREAS, A copy of the Communications Agreement, including all exhibits, is on file
16 with the Clerk of the Board of Supervisors in File No. 161040, which is hereby declared to be
17 part of the Resolution as if set forth fully herein; and

18 WHEREAS, Under the authority delegated by the Planning Department, SFMTA has
19 determined that the actions contemplated in this Resolution comply with the California
20 Environmental Quality Act (California Public Resources Code Sections 21000 et seq.). Said
21 determination is on file with the Clerk of the Board of Supervisors in File No. 161040 and is
22 incorporated herein by reference; the Board affirms this determination; and

23 WHEREAS, Due to the character of the Agreement, approval of the Board of
24 Supervisors is required under Charter Section 9.118; and now, therefore, be it

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1 RESOLVED, That the Board of Supervisors approves the Agreement between the City
2 and County of San Francisco and BART; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
4 Transportation of the SFMTA to enter into any amendments or modifications to the Agreement
5 (including, without limitation, the exhibits), that the Director of Transportation determines, in
6 consultation with the City Attorney, are in the best interest of the City, do not materially
7 decrease the benefits of the Agreement to the City, do not materially increase the obligations
8 or liabilities of the City, are necessary and advisable to effectuate the purposes of the
9 Agreement or this Resolution, and are in compliance with all applicable laws, including City's
10 Charter; and, be it

11 FURTHER RESOLVED, That within 30 days of the document being fully executed by
12 all parties, the final document shall be provided to the Clerk of the Board for inclusion in the
13 official file.