

1 [Real Property Lease - GTE Mobilnet of California Limited Partnership - Zuckerberg San
2 Francisco General Hospital and Trauma Center, Building 25 - 1001 Potrero Avenue - \$5,000
3 Per Month Base Rent Exempt]

4 **Resolution authorizing and approving the lease of a portion of the equipment room at**
5 **Zuckerberg San Francisco General Hospital and Trauma Center, Building 25, at 1001**
6 **Potrero Avenue with GTE Mobilnet of California Limited Partnership, a California**
7 **Limited partnership D/B/A/Verizon Wireless, at the monthly base rent of \$5,000 which**
8 **shall be waived while participating in the Distributed Antenna System and providing**
9 **enhanced cellular services to the City staff, UCSF staff, patients and visitors within**
10 **Building 25, for a five-year term to commence upon approval by the Board of**
11 **Supervisors and Mayor, with two five-year options to extend.**

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13 WHEREAS, The Department of Public Health’s (“DPH”) new Building 25, the
14 Zuckerberg San Francisco General Hospital and Trauma Center (“ZSFGH”), is designed and
15 constructed with materials that block radio and cellular signals from reaching portions of the
16 building including basement surgical areas, stairwells, and inner rooms; and

17 WHEREAS, The ZSFGH requires antennas and boosters within the building to provide
18 sufficient paging and cellular service to staff, patients and visitors to routinely communicate
19 daily and during emergencies; and

20 WHEREAS, To ensure the doctors, staff, patients and visitors at the ZSFGH receive
21 their cellular calls while in Building 25, DPH installed a Distributed Antenna System (“DAS”)
22 and invited numerous cellular companies to join the DAS by installing their own equipment
23 within Building 25 and connecting to the system; and

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1 WHEREAS, Verizon Wireless will need to install one 19” rack, a router, batteries, and
2 associated fiber cables and connections to connect to the DAS to enhance its cellular
3 coverage within the Building; and

4 WHEREAS, The Real Estate Division, on behalf of the DPH, has negotiated a new
5 lease (“Lease”) substantially in the form on file with the Clerk of the Board of Supervisors in
6 File No. 180833, which is hereby declared to be a part of this resolution as if set forth fully
7 herein (the “Lease”) to allow the installation of the rack and other equipment in the equipment
8 room at Building 25; and

9 WHEREAS, The initial term of the lease shall be for five (5) years commencing upon
10 approval by the Board of Supervisors and Mayor; and,

11 WHEREAS, Verizon Wireless shall have two additional five-year option terms to extend
12 the Lease at the then City’s minimum monthly base rent for similar personal communication
13 sites within City owned assets, or, at the Base Rent prior to the start of any Option Year Term
14 after adjusting for an annual Base Rent escalation of three (3%) percent of the then Base
15 Rent, which options can be accepted at the discretion of the Director of the DPH and the
16 Director of Property, so long as Verizon Wireless participates in the DAS, ZSFGH is in
17 operation, and the City continues to benefit from the Lease agreement; and

18 WHEREAS, The base monthly rent of \$5,000.00 is subject to annual adjustments of
19 three (3%) percent; and

20 WHEREAS, The City shall pay for janitorial, pest, debris, and utility costs estimated to
21 be \$3,708.00 per year; and

22 WHEREAS, Verizon Wireless shall be exempt from payment of Base Rent and utilities
23 so long as Verizon Wireless continues to participate in the DAS, does not change or enhance
24 its use, the City continues to benefit from the Lease agreement, and the Lease is not
25 terminated; and

1 WHEREAS, On August 24, 2016, the Environmental Planning Division of the San
2 Francisco Planning Department determined that the project, the lease and use of City
3 Property for installation of communications equipment, would not be subject to the California
4 Environmental Quality Act, Public Resources Code, section 21000 et seq. ("CEQA"), pursuant
5 to CEQA Guidelines, Section 15301 and 15303; said determination is on file with the Clerk of
6 the Board of Supervisors in File No. 170833 and is incorporated herein by reference; and

7 WHEREAS, On September 8, 2016, the San Francisco Planning Department,
8 found the project, lease and use of the City property to Verizon Wireless complies with CEQA
9 and is consistent with the City's General Plan, and with Planning Code, Section 101.1-(b); a
10 copy of the General Plan Referral is on file with the Clerk of the Board of Supervisors in File
11 No. 170833 and is incorporated herein by reference; and

12 WHEREAS, On December 6, 2016, the Health Commission of the City and County of
13 San Francisco passed Resolution 16-13 recommending that the Board of Supervisors
14 approve lease agreements for the installation of necessary equipment for paging and cellular
15 services at ZSFGH, Building 25; therefore be it

16 RESOLVED, That in accordance with the recommendation of the Director of the
17 Department of Public Health, the Director of Property and the City Attorney, the Director of
18 Property on behalf of the City, as Landlord, be and is hereby authorized to take all actions
19 necessary to execute the Lease at ZSFGH, Building 25, for a five year term and two five-year
20 options subject to the enactment of a resolution by the Board of Supervisors and the Mayor, in
21 their respective sole and absolute discretion, approving and authorizing the same; and, be it

22 FURTHER RESOLVED, The monthly base rent for the initial five year term shall be
23 \$5,000.00, subject to annual adjustments of three (3%) percent, exclusive of utilities, janitorial,
24 and debris services estimated to be \$3,708.00 per year; and, be it

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

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

17 FURTHER RESOLVED, That the Competitive Bidding Procedures would be impractical
18 in light of the City's invitation to numerous cellular companies to participate in the DAS at their
19 own expense of equipment and the benefit of the enhanced cellular coverage to the City, its
20 staff, patients and visitors of ZSFGH who use Verizon Wireless' cellular services; and, be it

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

24 FURTHER RESOLVED, That the Board of Supervisors finds that the actions
25 contemplated in this Resolution are consistent with the City's General Plan and with Planning

1 Code Section 101.1-(b) for the reasons set forth in the General Plan Referral dated
2 September 8, 2016; and, be it

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

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2 RECOMMENDED:

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Barbara A. Garcia, MPA, Director
6 Department of Public Health

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8 RECOMMENDED:

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Andrico Q. Penick
12 Director of Property
13 Real Estate Division

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