

1 [Real Property Lease - New Cingular Wireless PCS, LLC - 375 Laguna Honda Boulevard -
2 \$120,000 Initial Annual Base Rent]

3 **Resolution authorizing and approving the lease of a telecommunications facilities on a**
4 **portion of the roof at 375 Laguna Honda Boulevard with New Cingular Wireless PCS,**
5 **LLC, for a ten-year term at an initial annual rent of \$120,000 or the monthly base rent of**
6 **\$10,000 with a 3% annual adjustment 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 375
12 Laguna Honda Boulevard (“Building”), under the jurisdiction of the Department of Public
13 Health (“DPH”); and

14 WHEREAS, In 1997, the City entered into a telecommunications lease for a portion of
15 the roof and a portion of space inside the Building with the Bay Area Cellular Telephone
16 Company aka AT&T Wireless; and

17 WHEREAS, AT&T Wireless, now New Cingular Wireless PCS, LLC, desires to upgrade
18 and replace a portion of its telecommunications equipment at 375 Laguna Honda Blvd.; and

19 WHEREAS, The City, through its Real Estate Division and with consultation from the
20 Office of the City Attorney, and New Cingular Wireless PCS, LLC (“Cingular”), formerly AT&T
21 Wireless (“Tenant”) have negotiated the proposed lease (“Lease”), which provides an initial
22 Base Rent of \$120,000 per year (\$10,000 per month) with an annual adjustment of 3% each
23 January 1st and includes two five-year options to extend the Lease; and

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

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

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

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

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

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

15 RESOLVED, That in accordance with the recommendation of the Director of the
16 Department of Public Health, the Director of Property and the City Attorney, the Director of
17 Property on behalf of the City, as Landlord, be and is hereby authorized to take all actions
18 necessary to execute the Lease (a copy of which is on file with the Clerk of the Board of
19 Supervisors in File No. 210912) at 375 Laguna Honda Blvd., at a Base Rent of \$120,000 per
20 year, with annual escalation of 3%, for an initial ten year term and two five-year options to
21 extend; and, be it

22 FURTHER RESOLVED, The Board of Supervisors approves the Lease in substantially
23 the form in the Board's File and authorizes the Director of Property to take all actions, on
24 behalf of City, to enter into any amendments or modifications (including without limitation, the
25 exhibits) to the Lease that the Director of Property determines, in consultation with the City

1 Attorney, are in the best interests of the City, do not materially increase the obligations or
2 liabilities of the City, and are necessary or advisable to complete the transaction and
3 effectuate the purposes and intent of this Resolution and are in compliance with all applicable
4 laws, including City's Charter; and, be it

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

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

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

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

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RECOMMENDED:

/s/

Dr. Grant Colfax
Director of Health
Department of Public Health

RECOMMENDED:

/s/

Andrico Q. Penick
Director of Property
Real Estate Division