



## **East Bay Regional Communications System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakland, Oakley, Piedmont, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

### **BOARD OF DIRECTORS MEETING**

#### **NOTICE OF REGULAR MEETING**

**DATE: September 5, 2025**

**TIME: 10:00 a.m.**

**PLACE: Alameda County Sheriff's Office of Emergency Services  
4985 Broder Blvd.  
Dublin, CA 94568**

### **AGENDA**

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**1. Call to Order/Roll Call (Regular Session) Time: 10:00 a.m.**

**2. Introductions and Recognition**  
2.1 New Board Members

**3. Public Comments (Meeting Open to the Public):**

At this time, the public is permitted to address the Board on items within the Board's subject matter jurisdiction that do not appear on the agenda. Please step to the podium and clearly state your name for the record. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. If the item requires action, it will be referred to staff and/or placed on the next agenda. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration, and then make your way to the podium. Please limit comments to a maximum of three (3) minutes.

**4. Consent Calendar**

Consent Calendar items are typically non-controversial in nature and are considered for approval by the East Bay Regional Communications System Authority Board with one single action. Members of the public, staff or the Board of Directors who would like an item removed from the Consent Calendar for purposes of public input may request the Board Chair to remove the item.

4.1 Approval of Minutes from the Board Meeting of May 30, 2025

4.2 Receive Status Report on System Operations

**5. Written Communications – None.**

**6. Public Hearings – None.**

**7. Action Items**

- 7.1 Consider Adoption of a Resolution of a Comprehensive Fiscal Policy for the East Bay Regional Communications System Authority
- 7.2 Consider Adoption of a Resolution to Approve, Make a Sole Source Procurement Finding under California Public Contract Code Section 3400 and Authorize the Executive Director to Execute the Purchase of the Walton Lane Radio Shelter from Cell-Site Solutions for \$224,840.00

**8. Committee Updates**

- 8.1 Receive Informational Report on Recent Finance Committee Activities
- 8.2 Receive Informational Report on Recent Operations Committee Activities

**9. Reports:**

- 9.1 Receive Informational Report on Encryption Activation
- 9.2 Receive Informational Report on Walton Radio Site
- 9.3 Receive Informational Report on Pearl Radio Site Shelter

**10. Agenda Items for Next Meeting**

- 10.1 Election of 2026 Board Chair and Vice-Chair
- 10.2 Establish 2026 Meeting Calendar

**11. Board Comments and Recognitions**

**12. Adjournment**

This AGENDA is posted in accordance with Government Code Section 54954.2(a) *If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the EBRCSA at (925) 803-7802 at least 48 hours in advance of the meeting.*

I hereby certify that the attached agenda was posted 72 hours before the noted meeting.



David L. Swing  
Executive Director  
Dated: 08/29/25

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### **AGENDA ITEM NO. 4.1**

#### **AGENDA STATEMENT BOARD OF DIRECTORS MEETING MEETING DATE: SEPTEMBER 5, 2025**

**TO:** Board of Directors  
East Bay Regional Communications System Authority (EBRCSA)

**FROM:** David L. Swing, Executive Director   
East Bay Regional Communications System Authority

**SUBJECT:** Approval of Minutes of the May 30, 2025 Board of Directors Meeting

#### **RECOMMENDATION:**

Approve the minutes of the May 30, 2025 Board of Directors Meeting.

#### **SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the May 30, 2025 Board of Directors Meeting.

#### **RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the May 30, 2025 Board of Directors Meeting.



## ***East Bay Regional Communications System Authority***



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### **BOARD OF DIRECTORS MEETING**

#### **NOTICE OF REGULAR MEETING**

**DATE: May 30, 2025**

**TIME:** 10:00 a.m.

**PLACE:** Alameda County Sheriff's Office of Emergency Services  
4985 Broder Blvd.  
Dublin, CA 94568

#### **DRAFT MINUTES**

#### **1. Call to Order/Roll Call**

Chair King called the meeting to order at 10:00 a.m.

Present: J. Aguiar, A. Averiett, J. Calabrigo, K. Carlson, J. Ezell, R. Filice, N. Gallo, J. King, D. McNaughton, M. Nichelini, M. Rodriguez, M. Salinas, S. Shaw, M. Shorr, C. Silva, K. Stepper

Absent: G. Beaudin, M. Casten, D. Haubert, J. Johnson, S. Muranishi

#### **2. Introductions and Recognition**

2.1 New Board Members

#### **3. Public Comments – None.**

#### **4. Consent Calendar**

Item 4.3 on the consent calendar was removed from the consent calendar vote for separate discussion by Bms. Silva and Stepper.

On motion of Bm. Silva, seconded by Bm. Stepper, and by unanimous vote, the Board approved items 4.1 and 4.2 on the consent calendar as recommended.

##### **4.1 Approval of Minutes from the Board Meeting of February 28, 2025**

Recommendation: Approve the minutes of February 28, 2025.

#### 4.2 Receive Status Report on System Operations

Recommendation: Receive report on system usage.

#### 4.3 Approve the Write-Off or Revision of Certain Invoices

Recommendation: Approve write-off or revision of certain invoices.

Write-offs

**Table 1**

Organization	Invoice	Date	Amount
CA Department of Corrections	20230108	07/01/22	\$240.00
Lawrence Livermore Lab	20220170	07/1/21	\$780.00
Livermore Pleasanton Fire Dept	20220171	07/15/21	\$900.00
Lawrence Berkeley National Lab	20190133	12/03/18	\$372.00
CoCo Community College District	201900127	12/03/18	\$30.00
City of Union City	201700032	10/26/16	\$600.00
City of Pleasanton	201700027	10/26/16	\$2,200.00
		<b>Total</b>	<b>\$5,122.00</b>

Adjustments

**Table 2 – El Cerrito Radio Counts**

Year	Radio count	Invoice	Adjusted Count	New Invoice
2017	200	\$112,200	179	\$85,920
2018	204	\$106,064	179	\$92,364

Bms. Silva and Stepper requested a further explanation regarding the write offs for the cities of El Cerrito and Pleasanton. Executive Director Swing stated that El Cerrito's radio count in 2019 was reduced but service payments were not adjusted accordingly and the credit will be applied to the overall invoiced amount. Pleasanton's adjustment is also reflective of a reduced radio count.

On motion of Bm. Silva, seconded by Bm. Shaw, and by unanimous vote, the Board approved item 4.3 as recommended.

5. **Written Communications** – None.

6. **Public Hearings** – None.

7. **Action Items**

7.1 Consider Adoption of the Fiscal Year 2025/26 Operating and Capital Budget

Recommendation: Adopt the Fiscal Year 2025/26 Operating and Capital Budget.

Craig Boyer provided an overview of the current operating and capital budgets noting that the total reserve balance is projected at approximately \$15.2 million. He clarified that the use of reserve funds will be used for capital projects or unexpected operational needs or equipment failures. Operating revenues will cover operating expenses. He also clarified that there are no

other capital projects not contemplated and the budget is reflective of all items anticipated in the fiscal year.

On motion of Bm. Calabrigo, seconded by Bm. Salinas, and by unanimous vote, the Board approved the budget as recommended with a notation that the approved budget also approves an increase from \$31 to \$34 dollars in subscriber fees per radio per month.

## **7.2 Consider Adoption of a Resolution to Approve the Revised By-Laws of the East Bay Regional Communications System Authority**

Recommendation: Adopt Resolution No. 25-04 to approve the revised By-Laws of the East Bay Regional Communications System Authority.

Executive Director Swing provided an overview of the proposed changes to the By-Laws. The Board asked how the term designee is defined and how members are appointed for County Sheriff's Offices and County Administrators. Executive Director Swing stated that the County Sheriffs and County Administrators select their own primary and alternate members.

The Board discussed methods for selecting alternates on the two standing committees with a preference for designating committee alternates at the first meeting of the year.

The Board recommended additional changes:

- In the description of the Committee membership, remove the word "designee"
- Revise language in 7.3 to replace the word "group" with "an entity," and the word "concurrent" with "consecutive"

On motion of Bm. Salinas, seconded by Bm. Carlson, and by unanimous vote, the Board approved the item with additional changes as directed.

## **7.3 Consider Adoption of a Resolution of a Comprehensive Fiscal Policy for the East Bay Regional Communications System Authority**

Executive Director Swing provided an overview that this item is intended to consolidate policies created last year and to add current budget development practices.

The Board provided direction on additional changes to the Comprehensive Fiscal Policy as follows:

- Section V(g): Revise bullet point 4 to state "The amount owed is \$25,000 or 50% of the invoiced amount, whichever is less"
- Section VI(2): Add a third bullet point to state that the Executive Director has authority in times of emergency or catastrophic outage to exceed the spending authority to ensure the system remains operational. The Executive Director will notify the Chair and Vice Chair as soon as feasible after the occurrence absent the ability to notify the Chair or Vice Chair in advance. Notification may be made by phone.
- Section VII(1): Add that the fiscal policy will be reviewed on an annual basis.

On motion of Bm. Stepper, seconded by Bm. Silva, and by unanimous vote, the Board continued this item to the next Board of Director's meeting to review the changes requested.

**7.4 Consider Adoption of a Resolution of a Radio Encryption Policy for the East Bay Regional Communications System Authority**

Recommendation: Adopt Resolution No. 25-05 approving a Radio Encryption Policy for the East Bay Regional Communications System Authority.

Executive Director Swing reported that as of this meeting, all but one member agency intends to proceed with encryption. Implementation testing will be conducted before the encryption is turned on which is planned for August or September 2025. This applies to police agency members and subscriber agencies, including the CHP.

On motion of Bm. Ezell, seconded by Bm. Salinas, and by unanimous vote, the Board approved the item as recommended.

**7.5 Consider Adoption of a Resolution to Increase the Hourly Rate of the Secretary to the Board to \$107.00**

Recommendation: Adopt Resolution No. 25-06 approving the First Amendment to the Agreement with Jocelyn Kwong for Secretary to the Board services with the East Bay Regional Communications System Authority.

On motion of Bm. Shorr, seconded by Bm. Rodriguez, and by unanimous vote, the Board approved the item as recommended.

**8. Committee Updates**

**8.1 Receive Informational Report on Recent Finance Committee Activities**

Bm. Salinas reported out on the budget item that was discussed by the Committee and as agendaized on this meeting's Consent Calendar.

**8.2 Receive Informational Report on Recent Operations Committee Activities**

Bm. King reported out on the Committee's discussion on improving system capacity.

**9. Reports:**

**9.1 Request interested parties for Finance Committee**

Executive Director Swing requested that any members interested on serving on the Finance Committee to contact the Board Chair due to upcoming vacancies and adopted revisions to the by-laws.

**9.2 Receive Informational Report on Walton Radio Site**

Executive Director Swing reported that he met with the City of Antioch's new interim City Attorney to request that the lease be brought as a priority item to the City Council for consideration.

### **9.3 Receive Informational Report on Pearl Radio Site Shelter**

Executive Director Swing reported that this is a parallel project that requires temporary equipment be set up using the Walton Lane Site equipment. He is working with both the City of Richmond and EBMUD to get permits approved.

### **9.4 Receive Informational Report on Meeting with Motorola for Extension of Support**

Executive Director Swing reported that, as directed by Board action, the letter from the Authority requesting extension of support was signed and sent. However, Motorola did not agree to extend its support dates for the radios but intends to provide a migration plan for the impacted equipment and devices. Executive Director Swing has asked, and Motorola agreed, to change the billing frequency to a quarterly billing cycle from annual billing so more funds are available to the Authority to accrue investment earnings.

### **9.5 Receive Informational Report on Tracy PD/EBRCSA**

Executive Director Swing reported that the City of Tracy's Police department has sent a formal letter of intent/interest to join the Authority. He clarified that the inclusion of City of Tracy as a subscriber will need to be a cost-neutral addition to the Authority and will not be a board governance agency.

### **10. Agenda Items for Next Meeting – None.**

### **11. Board Comments and Recognitions**

The Board recognized outgoing Bm. Joe Calabrigo on his retirement.

### **12. Adjournment**

There being no further business, the meeting was adjourned at 11:31 a.m.

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Jocelyn Kwong, Board Secretary





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### **AGENDA ITEM NO. 4.2**

#### **AGENDA STATEMENT BOARD OF DIRECTORS MEETING DATE: SEPTEMBER 5, 2025**

**TO:** Board of Directors  
East Bay Regional Communications System Authority (EBRCSA)

**FROM:** David Swing, Executive Director   
East Bay Regional Communications System Authority

**SUBJECT:** System Usage Report

#### **RECOMMENDATION:**

Receive the report on system status.

#### **SUMMARY/DISCUSSION:**

The following report updates the Board of Directors on relevant incidents during the past three months as well as overall system usage. In the past three months the Authority successfully navigated a PSPS event in early June. PG&E shut off power to several sites for the weekend which required stand-by generators to run for up to 72 hours in some instances. One generator required repairs for a water pump leak after power was restored; however, it functioned as intended while the power was out.

The Cirrus Central (CC) program continues to show usage in the low 20% range. The Authority moved all law enforcement primary dispatch talk groups to a system-wide configuration. The usage reports from before and after the move are included as Attachment 1. The most recent usage reports show an increase of 2%; however, it is not known if this is attributed to system-wide access or other usage factors. The Executive Director will continue to monitor and report back on any issues. Overall feedback from the change has been overwhelmingly positive. The Authority will continue to allow law enforcement to have system-wide access on primary dispatch talk groups.



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Staff recommends the Board of Directors receive the report.

### **Attachments:**

1. System Usage Reports 6/22/25 – 6/28/25
2. System Usage Reports 8/10/25 – 8/16/25

# System Utilization

## for CA East Bay RCS

Generated at: 06/29/2025 01:29 GMT-05:00

The report provides the average site resource utilization by call type. You can explore the data by site to help determine if you may need to modify your resources: add a new channel, provision the system differently, etc.

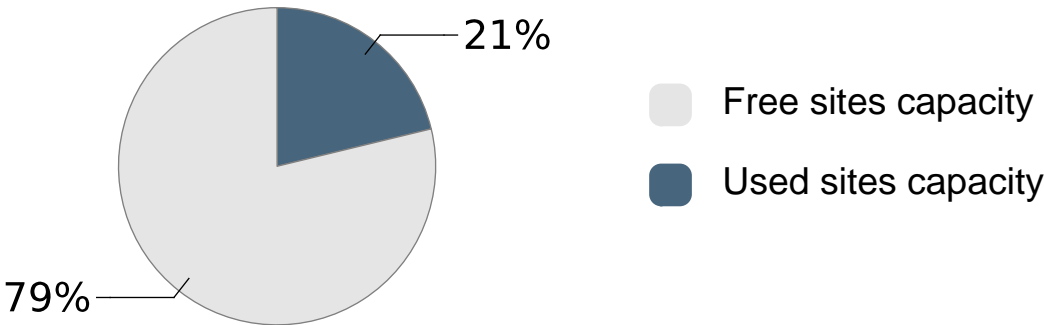
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- 06/28/2025 23:59 GMT-05:00

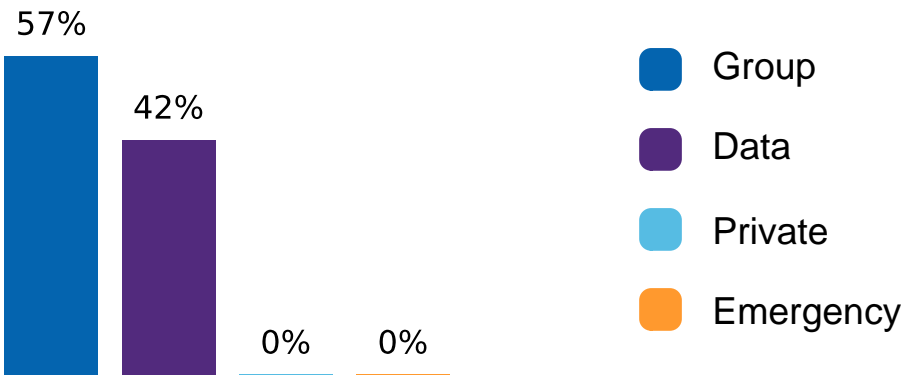
Context

System

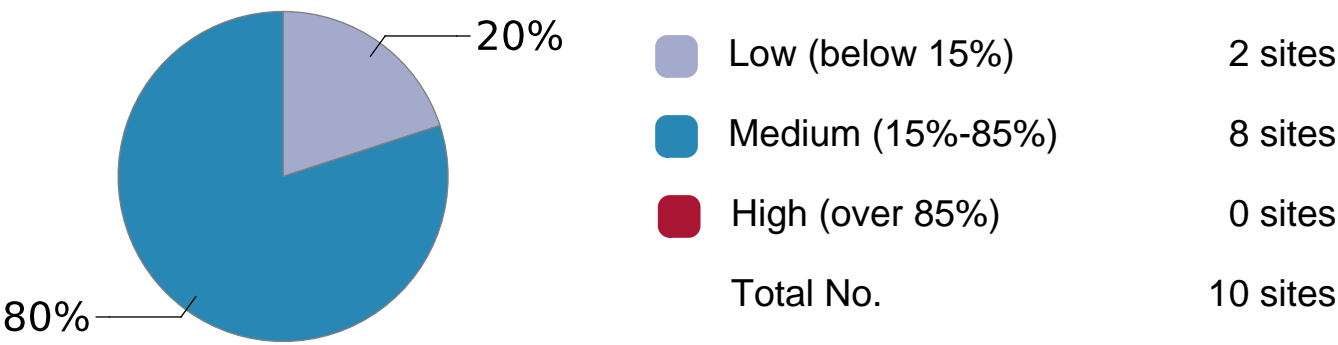
### Total utilization



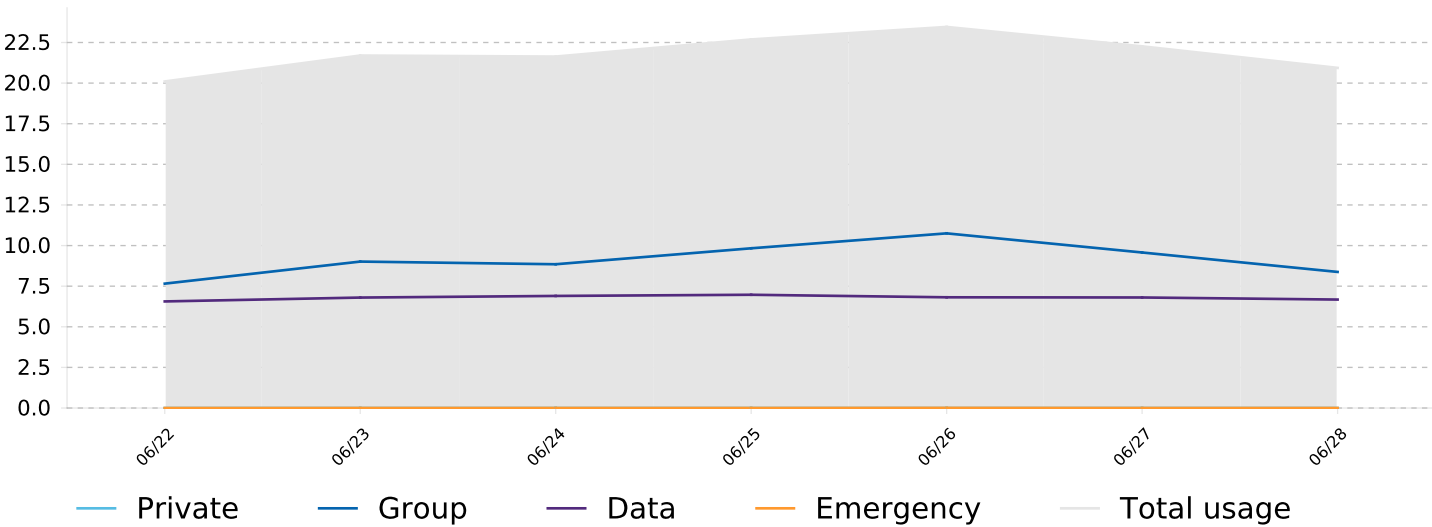
### Utilization by call



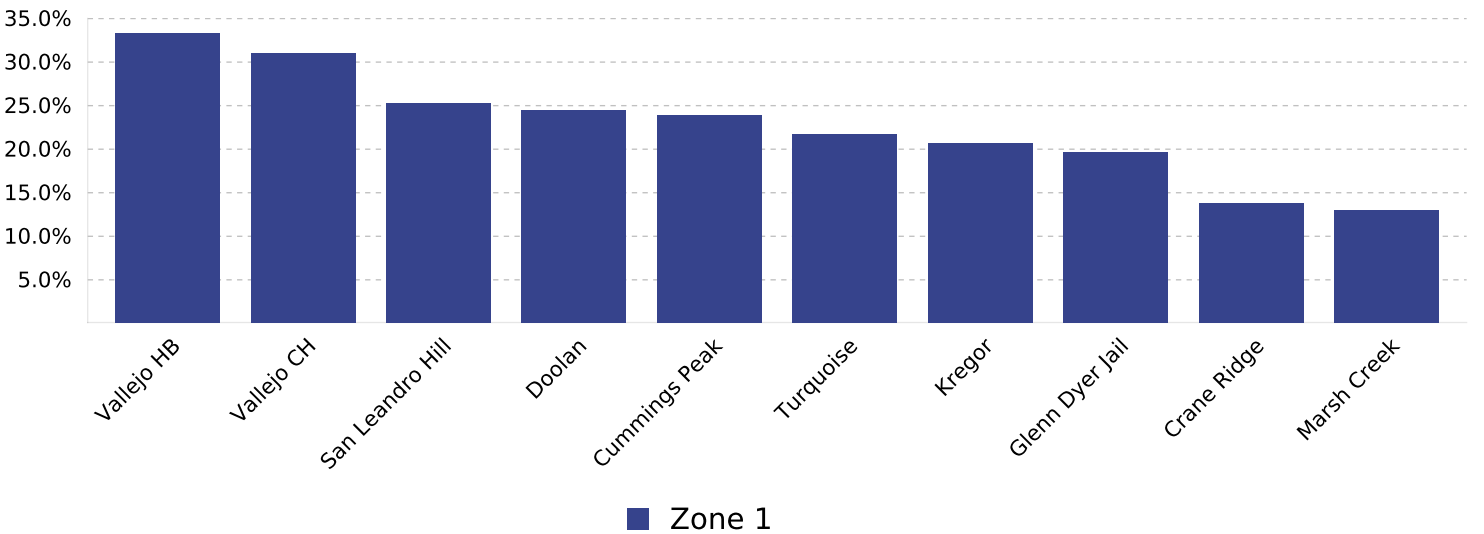
Site utilization level



System utilization over time



Highest utilization by site



System utilization by site

Site ID	Site alias	Zone ID	Available slots	Avg utilized slots	Total utilization %	by:	group calls	private calls	data calls	emergency calls
8	Marsh Creek	1	9	1.2	13 %		1.5	0	0.35	0
7	Crane Ridge	1	11	1.5	14 %		4	0	0.63	0.01
4	Glenn Dyer	1	35	6.9	20 %		11	0	5.7	0.01
6	Kregor	1	19	3.9	21 %		7.2	0	8.1	0.01
3	Turquoise	1	19	4.1	22 %		7.9	0	8.6	0.01
5	Cummings	1	23	5.5	24 %		11	0	8.5	0.01
2	Doolan	1	23	5.6	24 %		12	0	8.5	0.01
1	San Leandro	1	23	5.8	25 %		12	0	8.6	0.01
9	Vallejo CH	1	5	1.6	31 %		3.3	0	7.8	0
10	Vallejo HB	1	3	1	33 %		0.01	0	0.01	0

# System Utilization

## for CA East Bay RCS

Generated at: 08/17/2025 01:29 GMT-05:00

The report provides the average site resource utilization by call type. You can explore the data by site to help determine if you may need to modify your resources: add a new channel, provision the system differently, etc.

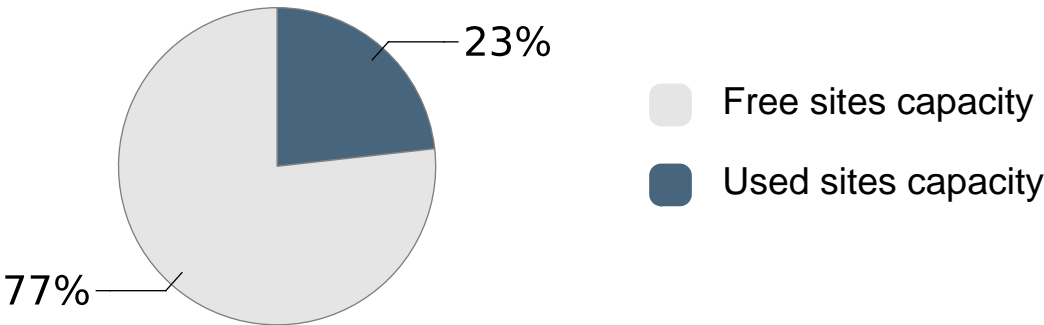
Time range

08/10/2025 00:00 GMT-05:00  
- 08/16/2025 23:59 GMT-05:00

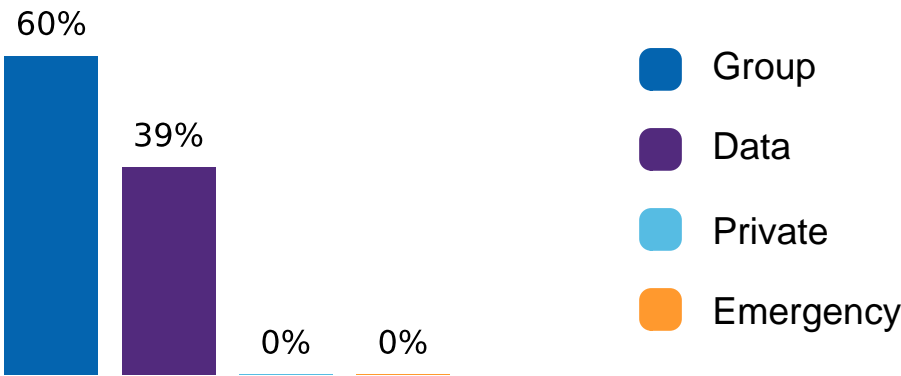
Context

System

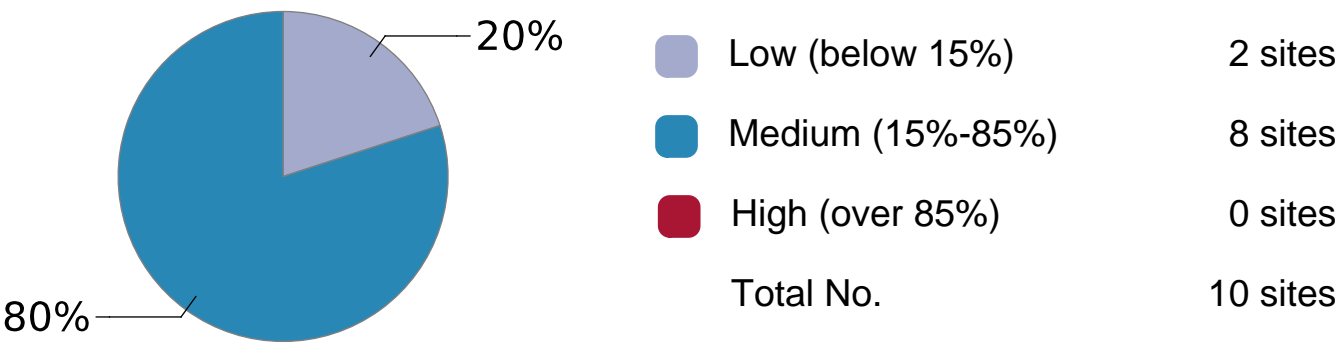
### Total utilization



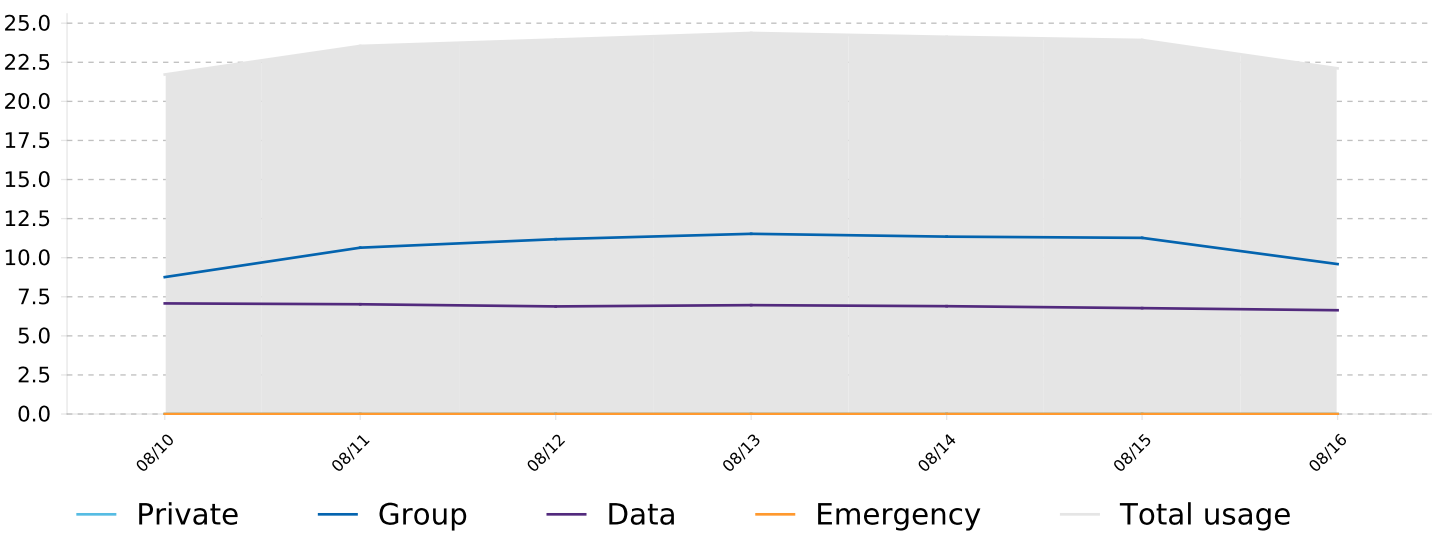
### Utilization by call



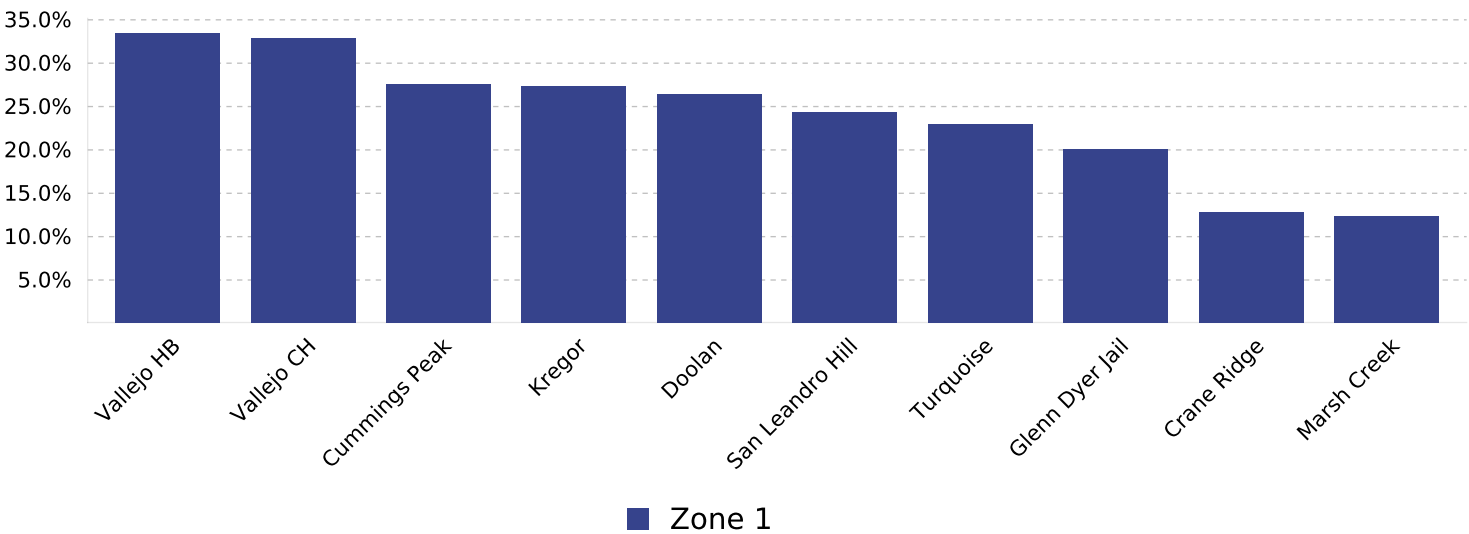
Site utilization level



System utilization over time



Highest utilization by site



System utilization by site

Site ID	Site alias	Zone ID	Available slots	Avg utilized slots	Total utilization %	by:	group calls	private calls	data calls	emergency calls
8	Marsh Creek	1	9	1.1	12 %		1.1	0	0.14	0
7	Crane Ridge	1	11	1.4	13 %		3.2	0	0.51	0
4	Glenn Dyer	1	35	7	20 %		12	0	5.7	0.01
3	Turquoise	1	19	4.4	23 %		9.4	0	8.4	0.01
1	San Leandro	1	23	5.6	24 %		11	0	8.6	0.01
2	Doolan	1	23	6.1	26 %		14	0	8.4	0.01
6	Kregor	1	19	5.2	27 %		13	0	9.2	0.01
5	Cummings	1	23	6.3	28 %		15	0	8.4	0.01
9	Vallejo CH	1	5	1.6	33 %		3.6	0	9.2	0
10	Vallejo HB	1	3	1	33 %		0.1	0	0.06	0





**East Bay Regional  
Communications  
System Authority**




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**AGENDA ITEM NO. 7.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: SEPTEMBER 5, 2025**

**TO:** Board of Directors  
East Bay Regional Communications System Authority (EBRCSA)

**FROM:** David Swing, Executive Director   
East Bay Regional Communications System Authority

**SUBJECT:** Consider Adoption of a Comprehensive Fiscal Policy for the East Bay Regional Communications System Authority

**RECOMMENDATION:**

Consider Adoption of a Comprehensive Fiscal Policy for the East Bay Regional Communications System Authority.

**SUMMARY/DISCUSSION:**

At its May 30, 2025 meeting the Board of Directors considered the adoption of a comprehensive fiscal policy. In addition to minor technical changes, the Board of Directors provided comment and asked for revisions to the policy in the areas of Collections and Spending Authority to ensure alignment with existing policy and to ensure the Executive Director had sufficient spending authority in the event of an emergency.

The updates to the policy are shown in bold font in the Collections, Procurement and Policy Review and Amendments sections on pages 3 and 4. The proposed policy and resolution are attached to this report as Attachments 1 and 2. The Finance Committee discussed the proposed policy at the August 15, 2025 meeting and recommended it to the Board of Directors. The Finance Committee recommended the annual review of the policy occur during the budget development process instead of budget adoption to allow for any recommended changes to be incorporated into the budget at the following Board of Directors meeting.

**Attachments:**

1. Draft Comprehensive Fiscal Policy
2. Resolution for Adoption of Policy

# EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

POLICIES AND PROCEDURES	NUMBER: 25-01	Page 1 of 4
	REVISION N/A	SUPERSEDES 24-01, 24-02, 24-03, 24-04
SUBJECT: COMPREHENSIVE FISCAL POLICY	APPROVED BY	EFFECTIVE DATE September 6, 2025

## PURPOSE

To establish a comprehensive policy for all financial aspects of the East Bay Regional Communications System Authority ("EBRCSA"). This policy incorporates and supersedes prior EBRCSA policies: Billings for Services, Accounts Receivable, Financial Audits, and Reserve Fund Balance. This comprehensive policy provides direction in the areas of budget management, financial reporting, fund balance requirements, accounts receivable management, and spending authority.

## POLICY

The EBRCSA Board of Directors shall ensure the fiscal security and health of EBRCSA through the development of and adherence to contemporary fiscal policies.

## PROCEDURES

### **I. Budget Preparation**

- 1) The Board of Directors adopts an annual budget by June 30 of each year that aligns with its strategic goals and ensures fiscal sustainability.
- 2) Each annual operating budget will ensure the minimum Operating and Capital Reserve levels comply with the Reserve Fund Balance policy.
- 3) Rates are set to collect revenues sufficient to cover operating and capital costs budgeted. Available fund balance can also be used to determine coverage of costs.

### **II. Budget Management**

- 1) The Board of Directors adopts the budget annually at the object level. To facilitate efficient management of the budget, the Executive Director shall have the authority to exceed individual line-item budget amounts (sub-object) within the overall adopted budget without requiring a budget amendment.
- 2) A budget amendment approved by the Board of Directors is required if expenses exceed the adopted overall budget.

### **III. Financial Reporting**

#### **1) Mid-Year Budget Report:**

- a. The Auditor's Office will prepare a mid-year budget report to provide an update on the financial status of the EBRCSA, including actual revenues and expenditures compared to the budget.

#### **2) Annual Audit:**

- a. The Board of Directors, by and through the Finance Committee, is responsible for the annual preparation and reporting to each EBCRSA member of the EBRCSA audited financial statements
- b. The Executive Director shall ensure that the financial statements are audited by an independent outside auditor that was vetted and recommended for selection to the Board of Directors by the Finance Committee. In coordination with the independent outside auditor, the Executive Director shall ensure that the financial statements are audited annually and the annual audit is reported to the Finance Committee and Board of Directors.
- c. The Finance Committee will assign two members as a working group to liaison with the outside auditor and Executive Director.
- d. The working group will ensure the audited financial statements are presented to the Finance Committee at the first committee meeting after the report is issued.
- e. The Executive Director will ensure the audited financial statements are presented to the Board of Directors at the December meeting for the year in which the report was issued.

### **IV. Reserve Fund Balance**

#### **1) Operating Reserve:**

- a. EBRCSA will maintain an Operating Reserve equal to 25% (twenty-five percent) of EBRCSA's annual operating expenses.
- b. Each year's operating budget will ensure the minimum Operating Reserve level complies with this policy.
- c. The Auditor's Office will transfer any amount in excess of the Operating Reserve to the Capital Reserve.

#### **2) Capital Reserve:**

- a. EBRCSA will maintain a Capital Reserve to fund future capital expenditures.
- b. Capital Reserve funds may be used for projects or equipment that are greater than \$5,000 and have a service life greater than one year.
- c. EBRCSA will maintain a minimum Capital Reserve balance of \$5,000,000.

#### **3) Fund Balance Thresholds:**

- a. Should the Operating or Capital Reserve balances drop below the prescribed threshold, the Executive Director shall notify the Board of Directors at the next Board of Directors meeting and present a plan to return the fund to its prescribed floor within two years.

## V. Accounts Receivable

### 1) Billing:

- a. The Auditor's Office shall invoice annually for the cost of operating the system based on the number of mobile and portable radios assigned to each participating agency.
- b. Members are responsible for ensuring that the Executive Director is aware of any radios added or deleted from the system.
- c. The Executive Director will utilize annual reports that will determine if the number of mobile and portable radios each agency is operating on the system has changed.
- d. The Executive Director will provide the Auditor's Office the information used in the preparation of the annual invoice.
- e. The Auditor's Office will invoice each member agency for its respective operating and debt payment by July 1 of each year.
- f. The bill will be issued to the attention of each member agency's designee.
- g. Members will have 30 days from the receipt of the bill to challenge the number of mobiles or portables on the bill.
- h. Rates for Operating and Service Payments are set by the Board of Directors.
- i. Any deviation from the standard pricing requires approval of the Board of Directors.

### 2) Collections:

- a. The Executive Director shall ensure that invoices are paid in a timely manner through the proactive collection of monies owed for services provided.
- b. Fees are due and payable on receipt with a two-month grace period.
- c. All unpaid accounts as of September 1, of the year which the bill was issued, will be billed a 10% (ten percent) late fee.
- d. **Delinquent accounts will be referred to collections six months after the date of the issuance of the invoice.**
- e. Members are responsible for the payment of fees associated with using additional resources. Examples include, but are not limited to, fees for legal or collection services.
- f. The Executive Director will present the Accounts Receivable Aging to the Finance Committee by December of the year the annual invoices are issued.
- g. The report will include the number of and total amount of delinquent accounts.
- h. The Executive Director shall have the authority to write-off uncollectable accounts and report to the Board of Directors at the December meeting in the following situations:
  - The member is a private business that ceased as a going concern prior to paying the invoice.
  - The amount owed is due to a radio count dispute and a partial payment was made.
  - The amount owed is due to a billing error.
  - The amount owed is \$25,000 **or 50% of the invoiced amount, whichever is less.**

## VI. Procurement

### 1) Spending Authority:

- The Executive Director may approve expenditures for EBRCSA up to \$25,000 within the limitations of the adopted budget.
- The Executive Director, upon approval of the Board Chair or Vice-Chair, may approve expenditures up to \$50,000 without approval of the Board of Directors within the limitations of the adopted budget.
- The Executive Director shall inform the Finance Committee and the Board of Directors of expenditures outside of previously approved contracts in excess of \$25,000 at the next scheduled meeting.
- **The Executive Director may approve expenditures for contractual items that were included in the adopted budget without Board of Directors approval or proper noticing to the Board.**

### 2) Emergency Spending:

- The Executive Director, upon approval of the Board Chair or Vice-Chair, may approve emergency expenditures up to \$100,000 without approval of the Board of Directors within the limitations of the adopted budget.
- **In order to ensure system readiness, if the Executive Director is unable to contact the Board Chair or Vice-Chair for approval, notification via voice mail or text message of the need for emergency spending is sufficient for authorization.**
- The Executive Director shall inform the Finance Committee and the Board of Directors of emergency expenditures at the next scheduled meetings.

## VII. Policy Review and Amendments

- 1) This fiscal policy shall be reviewed **during the mid-year budget development process** to ensure its effectiveness and relevance.
- 2) Amendments to this policy must be approved by the Board of Directors.

This fiscal policy is intended to provide a framework for the financial management of the East Bay Regional Communications System Authority. It is essential that all staff and stakeholders adhere to these policies to ensure the financial integrity and sustainability of EBRCSA.

**RESOLUTION NO. 25-xx**

**A RESOLUTION OF THE  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

\* \* \* \* \*

**ADOPT A RESOLUTION APPROVING, AUTHORIZING THE BOARD CHAIR TO  
EXECUTE AND THE EXECUTIVE DIRECTOR TO IMPLEMENT THE NEW  
COMPREHENSIVE FISCAL POLICY**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serves Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, EBRCSA uses policies to guide its management and operations; and

**WHEREAS**, EBRCSA needs to update its policy for budget management, consolidate current fiscal policies and establish rules for the spending authority of the Executive Director; and

**WHEREAS**, the policy expressly allows the Executive Director to execute purchases for previously approved contracts and other purchases up to \$25,000, and up to \$50,000 with concurrence of the Board Chair or Vice-Chair, and up to \$100,000 for emergency situations; and

**WHEREAS**, the policy expressly requires the policy to be reviewed once a year as part of the budget development process; and

**WHEREAS**, the Executive Director shall report out to the Board of Directors at the next regularly scheduled meeting on purchases made in excess of \$25,000, and for emergency purchases in accordance with this policy; and

**WHEREAS**, staff has revised the proposed policy; and

**WHEREAS**, the Finance Committee recommends the policy to the Board of Directors.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it approves the revised Comprehensive Fiscal policy (25-XX) to the accompanying Agenda Report and authorizes the Executive Director to implement the policy aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 5th day of September 2025 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

---

Jocelyn Kwong, Secretary



**East Bay Regional  
Communications  
System Authority**




Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

**AGENDA ITEM NO. 7.2**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: SEPTEMBER 5, 2025**

**TO:** Board of Directors  
East Bay Regional Communications System Authority (EBRCSA)

**FROM:** David Swing, Executive Director   
East Bay Regional Communications System Authority

**SUBJECT:** Adopt a Resolution to Approve, Make a Sole Source Procurement Finding under California Public Contract Code Section 3400 and Authorize the Executive Director to Execute the Purchase of the Walton Lane Radio Shelter from Cell-Site Solutions for \$224,840.00

**RECOMMENDATIONS:**

Adopt a Resolution to approve, make a sole source procurement finding and authorize the Executive Director to purchase a radio shelter for the proposed Walton Lane radio site from Cell-Site Solutions in the amount of \$224,840.00.

**SUMMARY/DISCUSSION:**

The East Bay Regional Communications System Authority (EBRCSA) needs to purchase a radio shelter as part of the planned system expansion in the City of Antioch. CSI Telecommunications (CSI), a long-standing technical advisor to EBRCSA, has identified a unique opportunity to acquire a new, turn-key radio shelter at an estimated 12% discount from Cell-Site Solutions (Cell-Site) for \$224,840. The cost of the shelter does not include delivery. Delivery of the shelter is estimated not to exceed \$21,500. Cell-Site estimates the shelter would sell at a non-discounted price of approximately \$260,000.

The shelter became available due to a consolidation between two cellular companies resulting in a surplus of new equipment. Cell-Site and EBRCSA have been in conversations to purchase a shelter for Walton Lane for several months. Cell-Site requested a non-binding letter of intent to purchase the turn-key shelter on May 6, 2025. The letter of intent is included as Attachment 1.



## **East Bay Regional Communications System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

The Executive Director contacted Fibre Bond, the entity that provided the radio shelters when the radio system was first built in 2011. Fibre Bond was unable to provide a competitive bid since they only provide shelters for large networks and do not sell single units. The Executive Director attempted to contact Thermobond for a competitive bid by phone and email; however, they did provide a quote.

### **The Proposed Cell-Site Shelter**

The Cell-Site radio shelter is a 12'x28' radio shelter and includes:

- Dual air-conditioner units
- 48V power supply
- Equipment storage racks
- Other essential electronics

Cell Site provided a quote for a smaller refurbished shelter that would require outfitting of all electrical components, to include a power supply, for a cost of \$135, 882.63.

### **Financial Considerations:**

Due to unforeseen delays in the Walton Lane project, Cell-Site may need to store the shelter for approximately 12-18 months, incurring an additional \$10,000 in storage costs. The Executive Director intends to mitigate future storage costs by storing the shelter at the radio site once the land lease is executed.

The adopted FY25/26 budget has sufficient funds allocated for the Walton Lane Radio Project for this purchase without a budget amendment.

EBRCSA Counsel has reviewed the procurement of the radio shelter and advises that it meets the sole source requirements under California Public Contract Code Section 3400(c)(3) to obtain a necessary item that is only available from one source.

### **RECOMMENDATION**

The options for the purchase of the shelter were presented to the Operations and Finance Committees. Both Committees asked the Executive Director to ensure that the radio shops could support the equipment in the new shelter and, if so, recommended purchasing the new turn-key shelter. The radio shops are supportive of the purchase and have the ability to maintain the new equipment.





## ***East Bay Regional Communications System Authority***



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

### **Attachments:**

1. Non-binding Letter of Intent
2. Estimate from Cell-Site for 12'x28' Radio Shelter
3. Resolution approving and authorizing the purchase of a radio shelter from Cell-Site Solutions



## ***East Bay Regional Communications System Authority***



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Rodeo-Hercules Fire Protection District and San Ramon Valley Fire Protection District

September 1, 2025

CellSite Solutions  
Andrew Gallagher, Vice President of Sales  
4150 C St SW  
Cedar Rapids, IA 52404  
(Via E-mail: [andrewg@cellsitesolutions.com](mailto:andrewg@cellsitesolutions.com))

**Subject: Letter of Intent to Purchase Radio Site Shelter**

Dear Mr. Gallagher,

This letter expresses our intent to purchase a radio site shelter from CellSite Solutions. The East Bay Regional Communications System Authority (EBRCSA) is interested in acquiring this shelter to support our expansion of our land mobile radio system at Walton Lane in the City of Antioch.

We understand that this Letter of Intent (LOI) is not a binding agreement, and merely expresses our intent to purchase a shelter with the assistance of CSI Telecommunications. QUO-11781 details the specifications of the intended shelter and purchase price with tax and fees of \$220,402.33 exclusive of shipping.

This Letter of Intent is intended for discussion purposes only and does not constitute a binding obligation on either party. A binding agreement will only be created upon the execution of a definitive purchase agreement and approval of the EBRCSA Board of Directors.

Please contact David Swing at 925-803-4702 or [David.Swing@acgov.org](mailto:David.Swing@acgov.org) to schedule a meeting or discuss any questions.

Sincerely,

A handwritten signature in blue ink that reads "David Swing".

David Swing  
Executive Director  
East Bay Regional Communications System Authority



CellSite Solutions, LLC  
 CellSite Solutions, LLC  
 4150 C Street SW  
 Cedar Rapids IA 52404  
 United States

**Quote**  
**#QUO-11781**  
 8/18/2025

**CUSTOMER**

East Bay Regional Communications  
 Authority  
 4985 Broder Rd  
 Dublin CA 94568  
 United States

**LOCATION**

East Bay Regional Communications  
 Authority  
 75 Walton Lane  
 Antioch CA 94509  
 United States

**TOTAL**

**\$224,840.00**

**Expires**

9/8/2025

**Project****Sales Rep**

Andrew Gallagher

**Partner****Shipping Method**

**Project Name 12x28 Fully Complete Shelter - MFN - East Bay Regional Communications Authority**

12x28 Fully Complete Shelter - MFN - East Bay Regional Communications Authority

Qty	Item	Rate	Amount
1	Shelter 12x28 Newly manufactured VFP 11'8"x28' concrete shelter Description: CSS Standard Package Exterior Renovation <ul style="list-style-type: none"> <li>• Concrete sealant</li> <li>• New awning painted and placed inside shelter with installation hardware (Installed by others)</li> <li>• New polyvinyl roofing (10 years Material / 2 year workmanship limited warranty)</li> <li>• New exterior LED light with photo eye</li> <li>• New door hardware with pick guard</li> <li>• New keys (2) included in lockbox</li> <li>• All seams caulked</li> <li>• Shelter, Trim, Door and Awning body paint</li> </ul> Interior Renovation <ul style="list-style-type: none"> <li>• New (8) LED 4' surface lights</li> <li>• All walls/ceiling cleaned &amp; inspected</li> <li>• Ladder rack &amp; fiberduct per drawing</li> <li>• Commercial non-static vinyl floor (15 year warranty)</li> </ul> Alarm Package <ul style="list-style-type: none"> <li>• New 66 block</li> <li>• New door contact</li> <li>• New power fail relay</li> <li>• New high/low temp sensors</li> </ul> Shelter Installation Kit <ul style="list-style-type: none"> <li>• Tie-down plates and hardware (as needed)</li> </ul>	\$204,000.00	\$204,000.00



QUO-11781



CellSite Solutions, LLC  
CellSite Solutions, LLC  
4150 C Street SW  
Cedar Rapids IA 52404  
United States

Quote  
#QUO-11781  
8/18/2025

Qty	Item	Rate	Amount
	<ul style="list-style-type: none"><li>• Lifting Brackets</li><li>• Touch up paint for shelter/trim/HVAC</li><li>• Door lock for secure travel during shipping</li><li>• Concrete patch</li><li>• Extra caulk for awning/etc.</li></ul>		
	Power Distribution <ul style="list-style-type: none"><li>• New 200-amp 3P 208v 42 space three phase panel</li><li>• New manual transfer switch</li><li>• New 200A ATS (startup by others)</li><li>• New cam-lock gen plug</li><li>• New lightning surge arrestor</li><li>• Fire suppression system and control box</li><li>• Internal cameras, telemetry, and card reader prep</li><li>• New LED exit/emergency light</li><li>• New line voltage smoke detector with relay switch</li><li>• Inspection of all wires (replace as needed)</li></ul>		
	HVAC Units & Controller <ul style="list-style-type: none"><li>• New Bard MegaTec 5-10 Ton HVAC unit(s) (2 year compressor warranty)</li><li>• New lead lag controller</li><li>• Includes 5 KW heat strip</li><li>• Includes wall curbs (as needed)</li></ul>		
	Grounding System <ul style="list-style-type: none"><li>• Internal basic grounding halo</li><li>• (1) Internal master grounding bar</li></ul>		
	Safety Kit <ul style="list-style-type: none"><li>• First aid kit, Eye wash, Fire extinguisher</li></ul>		
	DC Power Design - Includes Eltek DCPD, Fiber Patch Panels, Fiberduct, (3) 4 post racks and (8) 2 post racks per drawing. Includes rectifiers, cabling, as shown in reference drawing.		
1	Crane Upload Crane Upload	\$950.00	\$950.00
	Shipping Description Shipping is not included in pricing and is the responsibility of the Buyer.		



QUO-11781



CellSite Solutions, LLC  
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4150 C Street SW  
Cedar Rapids IA 52404  
United States

Quote  
#QUO-11781  
8/18/2025

Qty	Item	Rate	Amount
1	*Shelter Shipping - Common Carrier* Shipping - Common Carrier - Optional fee of 21250.00	\$0.00	\$0.00
1 Shipping of Shelter to within 25 miles of Dublin, CA at customer location			
The prices for shipping and craning expire after 7 days from this quote and thereafter are budgetary only. CellSite Solutions will provide a guaranteed shipping and craning price 7 days prior to Customer provided ship date. If Customer does not comply with said ship date, CellSite Solutions will issue an invoice for the remaining balance due, less remaining amount of shipping & craning. Customer agrees to pay this partial invoice in full before a new ship date can be agreed-upon. The final invoice for the shipping & craning will be issued upon shelter delivery. These quotes assume unrestricted access to the Site. If the Site is deemed difficult to access by CellSite Solutions additional charges may apply. For all shipping and crane offload services performed by CellSite Solutions: any cancellation of these services by the Customer without a minimum 5-DAY NOTICE will incur a fee of 18% of the quoted shipping & offload prices.			
Description Storage through December 2025 is included in the shelter price.			
Monthly storage for 2026 would be at \$1200/mo or \$10,000 for the year. Annual storage would include recertification of the shelter and HVACs, otherwise that fee would be \$2500 if a recertification of shelter/HVACs is requested.			
All Invoices Net 30		<b>Subtotal</b>	\$204,950.00
		<b>Tax (%)</b>	\$19,890.00
		<b>Total</b>	\$224,840.00

## OTHER TERMS AND CONDITIONS

These Terms and Conditions, together with the foregoing Quote (this "Agreement") is made and entered into as of the date signed below by and between CellSite Solutions, LLC, an Iowa limited liability company whose mailing address is 4150 C Street SW, Cedar Rapids, IA 52404 ("Seller"), and ("Customer") as listed in above quote as "CUSTOMER".

Seller is the owner of the property described above (the "Equipment") that may be remanufactured for Customer (the "Remanufacturing Services"), that may require certain civil services to the site (the "Civil Services") and may be delivered to Customer (collectively the "Project"); and,

Seller desires to sell and Customer desires to purchase the Project subject to the terms and conditions of this Agreement.



QUO-11781



CellSite Solutions, LLC  
CellSite Solutions, LLC  
4150 C Street SW  
Cedar Rapids IA 52404  
United States

Quote  
#QUO-11781  
8/18/2025

## SECTION 1. TERMS OF SALE

### 1.1 WARRANTIES

Customer acknowledges that the Seller did not manufacture the Equipment and therefore does not provide a warranty on the Equipment. To the extent that Seller can pass through a manufacturer's warranty to Customer it does so, but is subject to all terms, conditions and restrictions set forth in the manufacturer's warranty documentation. Any coverage period related to a manufacturers' warranty begins when the Equipment is purchased by Seller and not by Customer. Customer acknowledges that it is being given an opportunity to inspect the Equipment, and that Seller has made no representations, warranties or covenants to Customer concerning the value, condition or performance of the Equipment. Except for the warranty of passing clear title free of encumbrances, Seller does not make, and has not made, any representations or warranties of any nature with respect to the Equipment. THE EQUIPMENT IS BEING SOLD TO CUSTOMER AS IS, WHERE IS, AND WITH ALL FAULTS; AND SELLER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING BY COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTY THAT THE EQUIPMENT ARE DELIVERED FREE OF RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE. Seller warrants its workmanship for Civil Services will be materially free from defects and completed in a workmanlike manner. Within the 12 months following completion of the Project, and upon notice from Customer, Seller will repair and replace any work caused by Seller's defective workmanship. This warranty excludes remedy for damages or defects caused by abuse, alterations to the Project not executed by the Seller, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- 1.2 Unless otherwise provided in this Agreement, the Project shall be delivered within 25 miles of Customer's requested locations listed in Quote above. Regardless of shipping terms or freight payment, a third-party transportation firm shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. Delay in delivery of any installment shall not relieve Customer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Customer. Claims for loss of or damage to Project in transit must be made to the carrier, and not to Seller. If third party carrier's cargo insurance fails to respond to a claim of damage to goods, Seller's contingent cargo coverage will respond. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, but not limited to, any act of God, act of Customer, embargo or other governmental act, regulation or request, fire, flood, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, equipment failure, or inability to obtain necessary labor or Equipment. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Customer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this Agreement.

- 1.3 Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transactions between Seller and Customer shall be paid by Customer in addition to the Purchase Price. In the event Seller is required to pay any such taxes or other charges, Customer shall reimburse Seller therefor on demand. Unless otherwise provided in this Agreement, Customer shall be responsible for the construction, assembly or installation and proper maintenance of the Project. Unless otherwise provided, Customer is responsible for any related building, electrical permitting or zoning requirements.

## SECTION 2. LIMITATION OF LIABILITY

2.1 Unless otherwise provided in this Agreement, Seller's liability with respect to the Equipment or Project shall be limited as set forth in the Warranties section above and, with respect to any breaches of such warranty, shall be limited to the portion of the Purchase Price allocable to the Project that are the subject of the breach. SELLER'S LIABILITY WITH RESPECT TO ANY OTHER CLAIM WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO THE PROJECT, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SELLER UNDER THE APPLICABLE PO. NEITHER PARTY, SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER AND EACH PARTY HEREBY DISCLAIM ANY AND ALL SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY DAMAGE, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, DOWN-TIME, LOST GOOD WILL, COST OF CAPITAL, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF CUSTOMER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES.

## SECTION 3. INDEMNIFICATION

3.1 Each party will indemnify, defend, and hold the other party and its respective officers, directors, agents, and employees harmless from and against any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any third party claim or allegation arising out of or resulting from: 1) any personal injury or property damage caused by defective workmanship arising out of negligence or willful misconduct of a party; 2) negligence or misconduct of a party, its parents, subsidiaries, affiliates, directors, officers, agents, employees, or personnel or 3) any violation of any law, rule, or regulation by a party or party's personnel.

## SECTION 4. MISCELLANEOUS



QUO-11781



CellSite Solutions, LLC  
CellSite Solutions, LLC  
4150 C Street SW  
Cedar Rapids IA 52404  
United States

Quote  
#QUO-11781  
8/18/2025

**4.1** All proprietary and confidential information, including manufacturing or business information, supplied by one party to the other party shall remain the disclosing party's sole and exclusive property. Such information shall not be reproduced, used, or disclosed to others by the receiving party without the disclosing party's prior written consent. Immediately upon termination of this Agreement, all confidential information together with any copies thereof shall be returned to the disclosing party

**4.2** This Agreement supersedes all prior proposals, negotiations, representations, agreements and understandings between the parties, including those contained in any confidentiality agreements, and all terms and conditions contained in any Customer-provided purchase orders, and constitutes the complete and exclusive agreement between Customer and Seller regarding the subject matter hereof, and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Customer's convenience in record keeping, and no such reference or the provision of Services to Customer shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement..

**4.3** Neither party shall assign or transfer this Agreement, or its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or transfer without such consent shall be void and without effect.

**4.4** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, shall not constitute a consent to, waiver of, excuse of any other different or subsequent breach.

**4.5** In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto.

**4.6** This Agreement may be executed by facsimile or electronic signatures and in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document.

**4.7** Force Majeure. A party's obligations hereunder will be suspended while and to the extent that the party is prevented from complying herewith in whole or in part by any event beyond its reasonable control, which for purposes of this Agreement will include earthquakes, unavoidable accidents, laws, rules, regulations, or orders of government authorities, acts of war (declared or not), terrorism, hostilities, blockades, pandemics, epidemics, "shelter-in-place" or similar orders, civil disturbances, embargoes, or any other similar event or cause. If any force majeure event results in the suspension of a party's performance of its obligations hereunder, the party will give notice of the suspension to the other party, specifying in reasonable detail the nature of the event causing such suspension.

**4.8** Any action arising out of or relating to this Agreement shall be determined exclusively by the Circuit Court for Linn County, Iowa or the U.S. District Court for the Northern District of Iowa and, in the event of an appeal or petition for review or certiorari, by the courts having jurisdiction to review the decisions of the courts specifically identified above. Customer consents to in personam jurisdiction and to venue exclusively in said courts; and Customer hereby appoints the Secretary of State of Iowa as its agent for service of process in Iowa.

**IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by their duly authorized agents as of the date first above written.**

\_\_\_\_\_  
("BUYER")

CELLSITE SOLUTIONS, LLC  
("SELLER")

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_



QUO-11781



CellSite Solutions, LLC  
CellSite Solutions, LLC  
4150 C Street SW  
Cedar Rapids IA 52404  
United States

Quote  
#QUO-11781  
8/18/2025

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Quote#/P.O. \_\_\_\_\_



QUO-11781



**RESOLUTION NO. 25-xx**

**A RESOLUTION OF THE  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

\* \* \* \* \*

**ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE  
DIRECTOR TO EXECUTE THE PURCHASE OF A RADIO SHELTER FROM CELL-  
SITE SOLUTIONS FOR \$224,890.00**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serves Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, EBRCSA needs to purchase a radio shelter for the expansion of its system in the City of Antioch; and

**WHEREAS**, EBRCSA staff and consultants identified a fully outfitted new radio shelter from Cell-Site Solutions that meets its operational needs at a discount from the retail price; and

**WHEREAS**, EBRCSA was unable to find other vendors who are able to provide a similar shelter for comparison pricing purposes; and

**WHEREAS**, the Executive Director requests the Board of Directors to make findings that allow for the sole source procurement under California Public Contract Code Section 3400; and

**WHEREAS**, the Operations and Finance Committees recommend the purchase of the radio shelter to the Board of Directors.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it makes findings to purchase the radio shelter from Cell-Site Solutions as a sole source procurement under California Public Contract Code Section 3400(c)(3) because the Authority must obtain the aforementioned necessary item that is only available from one source, as described and according to the accompanying Agenda Report and authorizes the Executive Director to execute the purchase aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 5th day of September 2025 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:**

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Jocelyn Kwong, Secretary