



# **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: March 20, 2026**

**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**

**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 December 12, 2025**

**4.2 Accept Mid-Year Budget Report**

**4.3 Consider Adoption of a Resolution to Sell Eight (8) Juniper Routers to Solano County for the Benicia and Vallejo Radio Sites for \$14,354.29**

**4.4 Consider the Approval of an Amount Not to Exceed \$50,000 for New Equipment for the Fire Station 31 Radio Site**

**4.5 Approve the Purchase and Installation of Radio Equipment from Public Safety Innovation for the Pearl Radio Shelter Project in the Amount of \$46,022.13**

- 4.6 Approve an Update to the 2026 EBRCSA Committee Meeting Calendar
5. **Written Communications:** None
6. **Public Hearings:** None
7. **Action Items**
- 7.1 Create an Ad-hoc Workgroup to Evaluate the Expansion of EBRCSA Subscribers
- 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 Pearl Reservoir Radio Shelter from Cell-Site Solutions for \$157,682.63
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 Status Update on City of Antioch Walton Lane Radio Site
10. **Agenda Items for Next Meeting**
- 10.1 Adoption of FY26/27 Budget
- 10.2 Policy for Cost Recovery of Utility Costs by Member Agencies
- 10.3 Contracts for Engineering Services
- 10.4 Proposal for Motorola Migration Assistance Plan
11. **Board Comments**
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: 3/16/2026



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**AGENDA ITEM NO. 4.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David L. Swing, Executive Director

A handwritten signature in black ink that reads "David L. Swing".

**SUBJECT:** Approval of Minutes of the December 12, 2025 Board of Directors Meeting

**RECOMMENDATION:**

Approve the minutes of the December 12, 2025 Board of Directors Meeting.

**SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the December 12, 2025 Board of Directors Meeting.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the December 12, 2025 Board of Directors Meeting.



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**BOARD OF DIRECTORS MEETING**

**REGULAR MEETING**

**DATE: December 12, 2025**

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

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

**DRAFT MINUTES**

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

Chair King called the regular meeting to order at 10:06 a.m.

Present: J. Aguiar, G. Beaudin, M. Casten, D. Covington, J. Ezell, R. Filice, J. King, S. Shaw, S. Shorr, L. Smith, K. Stepper, P. Stokes, M. Toms

Absent: A. Averiett, K. Carlson, D. Haubert, J. Johnson, M. Rodriguez, M. Salinas

**2. Introductions and Recognition**

**3. Public Comments – None.**

**4. Consent Calendar**

On motion of Bm. Shorr, seconded by Bm. Toms, and by unanimous vote, the Board approved the items on the consent calendar as recommended.

**4.1 Approval of Minutes from the Board Meeting of September 5, 2025**

Recommendation: Approve the minutes of the September 5, 2025 Board of Directors Meeting.

**4.2 Approval of the 2026 Board and Committee Meeting Calendar**

Recommendation: Approve the 2026 EBRCSA meeting schedule.

- 4.3 Consider Adoption of a Resolution Authorizing the Board Chair to Sign and the Executive Director to Implement a Services Contract with CSI Telecommunications for a Not to Exceed Amount of \$200,000

Recommendation: Adopt Resolution No. 25-09 authorizing the Board Chair to sign and the Executive Director to implement a services contract with CSI Telecommunications for a not to exceed amount of \$200,000.

- 4.4 Approval of Audited Financial Statements

Recommendation: Accept the 2025 Audited Financial Statements.

- 4.5 Receive Report on Accounts Receivable Aging

Recommendation: Receive the summary of the Accounts Receivable Aging.

- 4.6 Consider Adoption of a Resolution to Amend the Contract of the Executive Director from David Swing Consulting and Investigations to Swing and Associates LLC

Recommendation: Adopt Resolution No. 25-10 authorizing the Board Chair to sign a professional services contract with David Swing of Swing and Associates, LLC for Executive Director services.

5. **Written Communications** – None.

6. **Public Hearings** – None.

7. **Action Items**

- 7.1 Nomination and Annual Election of a Board Chair and Vice Chair

Chair King nominated Bm. Linda Smith to serve as Board Chair.

On motion of Bm. King, seconded by Bm. Beaudin, and by unanimous vote, the Board approved Bm. Smith as Board Chair for 2026.

Chair King nominated Bm. Damon Covington to serve as Vice Chair.

On motion of Bm. King, seconded by Bm. Shaw, and by unanimous vote, the Board approved Bm. Covington as Vice Chair for 2026.

8. **Committee Updates**

- 8.1 Receive Informational Report on Recent Finance Committee Activities - Cost Recovery from EBRCSA by Member Agencies

As the Finance Committee chair was absent, Executive Director Swing reported that the Finance Committee received the Auditor's report as was presented at this Board meeting. Additionally, the committee discussed the potential of cost recovery by EBRCSA from its member agencies and requested that the Executive Director conduct additional research. The committee also reviewed Motorola's migration assurance plan and identified the potential changes to radio technology when planning for the migration as well as different funding plan risks for future discussion. The committee discussed meeting formats for the next year and was in favor of having a virtual option.

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

Chair King reported that similar items were discussed by the Operations Committee and the committee was also in favor of hybrid remote meetings.

## **9. Reports:**

### **9.1 Receive Informational Report on SB707 from General Counsel**

The Authority's General Counsel Richard Pio Roda provided an update on the applicability of SB 707 for the Authority's meetings and relevant meeting logistics. EBRCSA is not identified as an eligible legislative body under SB 707 and for the Board of Directors to meet remotely, it must be adopted by resolution. The remote location must be greater than 20 miles from the in-person location with two way audio communication. Absent the resolution, traditional Brown Act rules could still be utilized by the Board.

### **9.2 Receive Informational Report on City of Antioch Walton Lane**

Executive Director Swing reported that the lease agreement for the radio tower construction at Walton Lane has been signed by all parties and he is now commencing with the planning process which includes an RFP process for construction.

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

Executive Director Swing reported that EBMUD proposed a location of the temporary shelter outside of EBMUD's currently fenced-in area which would require installation of a temporary fence. He will meet with EBMUD to understand how to locate the trailer inside the secured fence and the project would only take just over a month. He also met with PG&E to move the service meter onto a separate pedestal which will be a four-month long process to complete, likely complete by April 2026. Completion of both the shelter and the meter is required before equipment can be installed and used for Walton Lane.

### **9.4 Receive After Action Report on Encryption Implementation**

Executive Director Swing reported that encryption is live for all member agencies and shared some key learnings from the process. Next steps will include removing old talk groups from

radios, restoring patching capabilities, and establishing communication conduit between radio shops.

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

**11. Board Comments**

**12. Adjournment**

There being no further business, the meeting adjourned at 10:55 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  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Presentation of Mid-Year Budget Update

**RECOMMENDATION**

Accept the Mid-Year Budget Update.

**SUMMARY/DISCUSSION**

The Alameda County Auditor's Office provided a mid-year budget report that shows the Authority has received over 100% of its forecasted revenue and spent nearly 42% of its appropriated expenses.

Based on current spending trends, Staff anticipate being under budget at the end of the fiscal year.

The Finance Committee received the report and recommended its presentation to the Board of Directors. The Finance Committee asked about the cost difference between the two radio shops. The Executive Director reported that the Contra Costa County radio shop bills for services based on an hourly rate while the Alameda County radio shop has an annual fee billed quarterly. The Finance Committee asked the Executive Director to work with the Alameda County radio shop to conduct a time-study to evaluate the efficacy of a set price compared to an hourly rate.

The Executive Director will work with the Alameda County radio shop to determine the average number of hours spent on behalf of EBRCSA and present a recommendation at the next Committee meeting in advance of the FY26/27 budget.

The Budget v. Actual detail is attached as Attachment 1.

**Attachment:**

1. Mid-Year Budget Report

**Alameda County Office of Homeland Security and Emergency Services  
4985 Broder Blvd, Dublin CA 94568 • (925) 803-7802 • [www.ebrcsa.org](http://www.ebrcsa.org)**

**East Bay Regional Communications System**  
**Profit & Loss Budget vs. Actual**  
 July through December 2025

12:35 PM

01/29/2026

Accrual Basis

	Jul - Dec 25	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
405100-Initial Payments	-3,000.00			
405300-Service Payments	1,741,260.00	1,512,000.00	229,260.00	115.16%
405500-Operating Payment	8,167,208.00	8,266,000.00	-98,792.00	98.81%
<b>Total Income</b>	<b>9,905,468.00</b>	<b>9,778,000.00</b>	<b>127,468.00</b>	<b>101.3%</b>
<b>Gross Profit</b>	<b>9,905,468.00</b>	<b>9,778,000.00</b>	<b>127,468.00</b>	<b>101.3%</b>
<b>Expense</b>				
<b>605000-Administration</b>				
605010-Executive Director	135,000.00	270,000.00	-135,000.00	50.0%
605020-Administrative Assistant	3,236.75	20,000.00	-16,763.25	16.18%
605030-Travel	0.00	7,000.00	-7,000.00	0.0%
605040-Misc	3,822.22	10,000.00	-6,177.78	38.22%
605050-Training	0.00	20,000.00	-20,000.00	0.0%
<b>Total 605000-Administration</b>	<b>142,058.97</b>	<b>327,000.00</b>	<b>-184,941.03</b>	<b>43.44%</b>
605210-Audit Fees	0.00	26,000.00	-26,000.00	0.0%
605215-Contingency	0.00	100,000.00	-100,000.00	0.0%
605230-Legal	8,330.00	33,000.00	-24,670.00	25.24%
605240-Lease	0.00	81,000.00	-81,000.00	0.0%
605250-Website Hosting	1,133.32	6,000.00	-4,866.68	18.89%
<b>605300-Maintenance</b>				
605305 - Astro Maintenance	791,098.78	1,601,000.00	-809,901.22	49.41%
605306 - Mtrla Recharact Astro	709,777.96	1,436,000.00	-726,222.04	49.43%
605307 - Mtrla Recharact MPLS	51,602.08	106,000.00	-54,397.92	48.68%
605308 - Mtrla Recharact NICE	151,462.04	310,000.00	-158,537.96	48.86%
605315 - MDR	155,229.14	315,000.00	-159,770.86	49.28%
605340 - HVAC maintenance	10,648.14	75,000.00	-64,351.86	14.2%
605350 - Generator maintenance	14,541.59	50,000.00	-35,458.41	29.08%
605360 - ALCO general	300,000.00	600,000.00	-300,000.00	50.0%
605370 - COCO general	47,142.89	345,000.00	-297,857.11	13.67%
605380 - CSI telecommunications	6,240.50	260,000.00	-253,759.50	2.4%
605385 - Cirrus Central	0.00	62,000.00	-62,000.00	0.0%
605390 - Microwave maintenance	81,712.50	150,000.00	-68,287.50	54.48%
605395 - Misc Maintenance	8,088.20	40,000.00	-31,911.80	20.22%
<b>Total 605300-Maintenance</b>	<b>2,327,543.82</b>	<b>5,350,000.00</b>	<b>-3,022,456.18</b>	<b>43.51%</b>
605410-Licenses and Permits	566.00	10,000.00	-9,434.00	5.66%
605420-Membership Fees	1,872.00	5,000.00	-3,128.00	37.44%
605430-Security	18,273.00	39,000.00	-20,727.00	46.85%
605440-Utilities	64,011.25	293,000.00	-228,988.75	21.85%

	<b>Jul - Dec 25</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>605600-Insurance</b>	42,970.64	95,000.00	-52,029.36	45.23%
<b>605750 - Capital Outlay</b>				
<b>605755 - Walton Lane Simulcast</b>	248,049.00	1,746,000.00	-1,497,951.00	14.21%
<b>605756 - TDMA/Microwave Upgrade</b>	0.00	1,872,000.00	-1,872,000.00	0.0%
<b>605757 - DC Power Upgrade</b>	0.00	45,000.00	-45,000.00	0.0%
<b>605759 - Pearl Radio Shelter</b>	16,894.35	400,000.00	-383,105.65	4.22%
<b>Total 605750 - Capital Outlay</b>	264,943.35	4,063,000.00	-3,798,056.65	6.52%
<b>Total Expense</b>	2,871,702.35	10,428,000.00	-7,556,297.65	27.54%
<b>Net Ordinary Income</b>	7,033,765.65	-650,000.00	7,683,765.65	-1,082.12%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>706600-Interest</b>	247,897.05			
<b>Total Other Income</b>	247,897.05			
<b>Other Expense</b>				
<b>606100 Interest expense</b>	174,796.01			
<b>Total Other Expense</b>	174,796.01			
<b>Net Other Income</b>	73,101.04			
<b>Net Income</b>	<b>7,106,866.69</b>	<b>-650,000.00</b>	<b>7,756,866.69</b>	<b>-1,093.36%</b>



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**AGENDA ITEM NO. 4.3**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Consider Adoption of a Resolution to Sell Eight (8) Juniper Routers to Solano County for the Benicia and Vallejo Radio Sites for \$14,354.29

**RECOMMENDATION**

Consider Adoption of a Resolution to Sell Eight (8) Juniper Routers to Solano County for the Benicia and Vallejo Radio Sites for \$14,354.29.

**SUMMARY**

In 2018, the Cities of Benicia and Vallejo joined EBRCSA to secure reliable P-25 radio coverage. Since then, Solano County has developed its own P-25 system. Both cities are scheduled to migrate to the Solano County system by the end of the current fiscal year.

To facilitate this transition, Solano County has requested that EBRCSA transfer ownership and maintenance responsibilities for the eight (8) Juniper routers currently supporting the four radio sites in these jurisdictions. The routers were added to the system in mid-2024 as part of the Service Upgrade Agreement with Motorola. While Motorola was unable to provide a unit price for the routers, an internet search provided a current unit price of \$2,512.00 from CDW. When a seven-year service life is applied to the depreciation of a router, the unit price becomes \$1,794.28 for a grand total of \$14,354.29.

The Finance Committee supports the sale of the routers and recommended that EBRCSA receive fair market value for the assets. If approved by the Board of Directors, EBRCSA will invoice Solano County for \$14,354.29.

**Alameda County Office of Homeland Security and Emergency Services  
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**Table 1: Juniper Routers (Benicia & Vallejo Sites)**

Site Name	Router #	Description	Asset Tag	MSI Serial #	Juniper Serial #
Benicia PD	1	SRX 345 (AC)	5268	147CYK0969	CZ3721AN0487
Benicia PD	2	SRX 345 (AC)	5269	147CYK0981	CZ3721AN0512
Vallejo PD	1	SRX 345 (AC)	5207	147CYK0961	CZ3721AN0687
Vallejo PD	2	SRX 345 (AC)	5208	147CYK0950	CZ3721AN0491
Vallejo CH	1	SRX 345 (DC)	2363	147CXZ0935	DT4721AN0205
Vallejo CH	2	SRX 345 (DC)	2364	147CXZ0931	DT4721AN0237
Vallejo HB	1	SRX 345 (DC)	2343	147CXZ0945	DT4721AN0310
Vallejo HB	2	SRX 345 (DC)	2344	147CXZ0951	DT4721AN0160

## RECOMMENDED ACTION

Adopt a Resolution to sell eight (8) Juniper router assets from EBRCSA to Solano County.

### Attachment

1. Resolution

**RESOLUTION NO. 26-xx**

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

\*\*\*\*\*

**ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SELL EIGHT (8) JUNIPER ROUTERS TO SOLANO COUNTY FOR \$14,354.29.**

**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**, Solano County needs to purchase routers for its new P-25 compliant communications system; and

**WHEREAS**, EBRCSA owns eight Juniper routers that are of value to Solano County; and

**WHEREAS**, Solano County desires to purchase the eight Juniper routers from EBRCSA; and

**WHEREAS**, the Operations and Finance Committees recommend the sale of the routers to the Board of Directors.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** to sell eight (8) Juniper routers to Solano County, as described in the accompanying Agenda Report, and as recommended by the Executive Director; and

That the Executive Director is authorized to take all actions and execute all documents necessary to effect the purpose and intent of the Resolution.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 20th day of March 2026 by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
Jocelyn Kwong, Board Secretary



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**AGENDA ITEM NO. 4.4**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Approval of an Amount Not to Exceed \$50,000 for New Equipment for the Fire Station 31 Radio Site Tower

**RECOMMENDATION**

Consider the approval of an amount not to exceed \$50,000 for new equipment for the Fire Station 31 radio site tower.

**SUMMARY/DISCUSSION**

The San Ramon Valley Fire Protection District (SRVFPD) is a member agency of EBRCSA and hosts a radio site at its Fire Station 31 located at 800 San Ramon Valley Blvd, Danville. SRVFPD intends to demolish and construct a new fire station on its existing property. The layout of the new station requires the existing tower to be moved to a new location on the property.

SRVFPD asked EBRCSA to pay for the transfer of EBRCSA related equipment from the existing tower to the new tower. The EBRCSA equipment associated with the tower consists of radio antennas, a microwave dish, radio shelter and other ancillary equipment. The existing radio equipment is over 15 years old and while still functioning, moving the tower presents an opportunity to replace the equipment on the tower to ensure its long-term viability. The shelter is only being moved, not replaced.

The project manager who represents SRVFPD and EBRCSA estimates the cost of the new equipment not to exceed \$75,000.

**Alameda County Office of Homeland Security and Emergency Services  
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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

The tower move is an integral part of the construction process and SRVFPD intends to move the tower prior to the end of the current fiscal year. The CIP budget has sufficient funds appropriated for the Walton Lane radio site that will not be expended this fiscal year. If recommended by the Committee and approved by the Board, staff intends to use appropriated funds from the Walton Lane radio site to facilitate the purchase and installation of the necessary equipment. If Walton Ln CIP funds are used, it will increase the cost of the Walton Ln CIP above the project's actual costs.

SRVFPD has hosted the radio site on its property at no cost to EBRCSA since the inception of EBRCSA. SRVFPD is requesting EBRCSA pay for the relocation of its assets to the new tower, EBRCSA recommends replacing the old equipment with new equipment. Staff will evaluate the service life of the old equipment to see if it can be repurposed to the Walton Lane radio site or used elsewhere in the system.

The Finance Committee discussed this item at their February 27, 2026 meeting and recommended the Board of Directors use of CIP funds to pay for new radio equipment for the SRVFPD Fire Station 31 radio site.

**RECOMMENDED ACTION**

Approve an amount not to exceed \$50,000 for new equipment for the Fire Station 31 radio site tower.



**East Bay Regional  
Communications  
System Authority**




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**AGENDA ITEM NO. 4.5**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Approve the Purchase and Installation of Radio Equipment from Public Safety Innovation for the Pearl Radio Shelter Project in the Amount of \$46,022.13.

**RECOMMENDATION:**

Approve the purchase and installation of radio equipment from Public Safety Innovation for the Pearl Radio Shelter Project in the amount of \$46,022.13.

**SUMMARY/DISCUSSION:**

The East Bay Regional Communications System Authority (EBRCSA) needs to replace the radio shelter at the Pearl Reservoir radio site. The current shelter's walls and floor are in disrepair and need to be reconstructed. Repairing the existing shelter is not feasible, which thus requires its replacement. The replacement of the shelter requires the use of a temporary shelter during the five-week (estimated) construction phase. Contra Costa County offered an enclosed trailer for use as a temporary shelter. The trailer requires upfitting to function as a temporary radio shelter. Public Safety Innovation (PSI) is recommended by the Contra Costa County radio shop to perform the upfitting work. PSI has provided a cost estimate of \$46,022.13 for upfitting.

The adopted FY25/26 budget has sufficient funds allocated for the Pearl Reservoir shelter replacement without a budget amendment.

The Finance Committee recommended approval of this purchase to the Board of Directors at its February 27, 2026 meeting.

**Attachment:**

1. Estimate from Public Safety Innovation

**Alameda County Office of Homeland Security and Emergency Services  
4985 Broder Blvd, Dublin CA 94568 • (925) 803-7802 • [www.ebrcsa.org](http://www.ebrcsa.org)**

Public Safety Innovation  
 9910 Horn Road, Suite 1  
 Sacramento, CA 95827 US  
 9162095124  
 sales@publicsafetyinnovation.com  
 www.publicsafetyinnovation.com



## Estimate

### ADDRESS

East Bay Regional  
 Communication System  
 Authority  
 East Bay Regional  
 Communication System  
 Authority

ESTIMATE # 1485

DATE 02/23/2026

DESCRIPTION	QTY	RATE	AMOUNT
Electrical Upgrades			
Outlets/Lighting/Chassis- Utilize existing interior lights. Add power converter for 12Vdc lighting, switches, associated wiring.	1	1,250.00	1,250.00T
Labor - Outlets/Lighting/Chassis- Installation and configuration of interior lighting.	8	198.00	1,584.00
AC Power System- Transfer switch, AC breaker system and fusing.	1	8,500.00	8,500.00T
Labor - Power System Install AC power system. Connect transfer switch, breakers, etc. per NEC code and specifications.	30	198.00	5,940.00
HVAC			
HVAC- 12,000 BTU HVAC system. Custom bracketry to mount unit to the rear of the trailer.	1	3,000.00	3,000.00T
Labor - HVAC Install custom brackets, HVAC mini-split system. Pressure test, configuration, setup.	10	198.00	1,980.00
Racks / Cabinetry / Grounding			
Racks/Grounding/Cable Management- Customer supplied equipment racks and equipment will be installed. Cables and grounding equipment and AC Electrical grounding to external ground lug and to all systems. Overhead ladder rack and cable management.	1	5,000.00	5,000.00T
Labor - Racks/Grounding/Cable Management Installation of equipment racks and grounding.	55	198.00	10,890.00
Engineering and Documentation			
Labor - Electrical Design and Documentation of all electrical systems and	23	275.00	6,325.00

DESCRIPTION	QTY	RATE	AMOUNT
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diagrams that will be provided. All systems reviewed by California Licensed Professional Engineer.

Misc Repairs- Customer to provide tire replacement.	1	0.00	0.00
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Rectifiers, charger, and batteries provided by and installed by customer.

Estimate is valid for 90 days. All work to be completed at PSI, Sacramento.

SUBTOTAL	44,469.00
TAX	1,553.13
<b>TOTAL</b>	<b>\$46,022.13</b>

Accepted By

Accepted Date



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 4.6**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director

A handwritten signature in black ink, appearing to read "David Swing".

**SUBJECT:** Approval of Updated 2026 EBRCSA Meeting Schedule

**RECOMMENDATION:**

Approve the Updated 2026 EBRCSA Meeting Schedule.

**SUMMARY/DISCUSSION:**

The Board of Directors approved the 2026 meeting schedule at its December 12, 2025 meeting. Since that time, the Executive Director has a conflict with the Operations and Finance Committee meetings previously scheduled for May 8, 2026. The Executive Director polled the committee members and found that a majority were available on May 15, 2026. The Executive Director is requesting the meeting scheduled for May 8, 2026 be moved to May 15, 2026.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the updated 2026 EBRCSA Meeting Schedule.

**Attachment:**

1. Proposed Updated 2026 Meeting Schedule



## **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, 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

## **2026 EBRCSA BOARD AND COMMITTEE MEETING SCHEDULE**

### **REGULAR MEETINGS**

#### **Board of Directors – In Person**

March 20	10:00-12:00	Assembly Room, Alameda County OES
May 29	10:00-12:00	Assembly Room, Alameda County OES
September 18	10:00-12:00	Assembly Room, Alameda County OES
December 11	10:00-12:00	Assembly Room, Alameda County OES

#### **Committees: In Person and Virtual**

February 27

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

~~May 8~~ May 15 (new date)

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

August 28

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

November 20

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013



**East Bay Regional  
Communications  
System Authority**




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**AGENDA ITEM NO. 7.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Consider Formation of an Ad-hoc Workgroup to Recommend Increasing the Subscribers on the East Bay Regional Communications System

**RECOMMENDATION**

Consider formation of an Ad-hoc Workgroup to evaluate increasing the subscribers on the East Bay Regional Communications System.

**SUMMARY**

In 2018, the Cities of Benicia and Vallejo joined EBRCSA to secure reliable P-25 radio coverage. Since then, Solano County has developed its own P-25 system. Both cities are scheduled to migrate to the Solano County system by the end of the current fiscal year.

The departure of Benicia and Vallejo represents a loss of 477 subscriber units, totaling \$263,304 in annual revenue effective July 1, 2026. EBRCSA could address the anticipated revenue gap by adding new subscribers. Currently, average daily system use is 21–23%. This suggests there is sufficient system capacity to add new subscribers.

At their February 27, 2026 meetings, the Finance and Operations Committees recommended the formation of an ad-hoc workgroup to analyze the feasibility of expanding radio services to other sectors/agencies.

**RECOMMENDED ACTION**

Form an ad-hoc workgroup to evaluate increasing the number of subscribers using the East Bay Regional Communications System.

**Alameda County Office of Homeland Security and Emergency Services  
4985 Broder Blvd, Dublin CA 94568 • (925) 803-7802 • [www.ebrcsa.org](http://www.ebrcsa.org)**



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**AGENDA ITEM NO. 7.2**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MARCH 20, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**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 Pearl Reservoir Radio Shelter from Cell-Site Solutions for \$157,685.63

**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 Pearl Reservoir radio site from Cell-Site Solutions in the amount of \$157,682.63.

**SUMMARY/DISCUSSION:**

The East Bay Regional Communications System Authority (EBRCSA) needs to replace the radio shelter at the Pearl Reservoir radio site. The current shelter's walls and floor are in disrepair and need to be reconstructed. Repairing the existing shelter is not feasible, thus requiring its replacement. Cell Site Solutions has provided radio shelters to EBRCSA in the past and provided a quote of \$157,682.63 to build a new shelter. This cost includes payment of prevailing wages.

The Executive Director contacted Fibre Bond in August 2025 to provide a shelter for the Walton Lane radio site. 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 not respond.

**Financial Considerations:**

The adopted FY25/26 budget has sufficient funds allocated for the Pearl Reservoir shelter replacement without a budget amendment.

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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. The purchase of the shelter was presented to the Finance Committee who recommended its purchase to the Board of Directors.

**RECOMMENDED ACTION**

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 Pearl Reservoir Radio Shelter from Cell-Site Solutions for \$157,685.63

**Attachments:**

1. Estimate from Cell-Site for 12'x16' Radio Shelter
2. Resolution



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

**Quote**  
 #QUO-12304  
 6/23/2025

**CUSTOMER**

CSI Telecommunications, Inc.  
 6 Hamilton Landing #170  
 Novato CA 94949  
 United States

**LOCATION**

CSI Telecommunications, Inc.  
 94802  
 United States

**TOTAL**

**\$157,682.63**

Expires	Project	Sales Rep	Partner	Shipping Method
4/1/2026		Andrew Gallagher		

**Project Name** 12x16 New Lightweight Bay Area Shelter - CSI Telecommunications  
 12x16 New Lightweight Bay Area Shelter - CSI Telecommunications

Qty	Item	Rate	Amount
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1	Shelter *TBD* New 12'x16' Reinforced Lightweight Shelter Package per CSS specs	\$124,950.00	\$124,950.00
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Description: CSS Standard Package

Exterior -

- International Building Code 2024
- Building Risk Category II
- Ground Snow Load – 90 psf
- Ultimate Design Wind Speed – 150 mph, Exposure C
- Seismic Design Category C
- Floor Live Load – 200 psf
- 2x4 framing with OSB sheathing sides
- Galvanized steel skid
- 5/8" Cement board default exterior siding
- 4 default communications conduit entrances
- New awning painted and placed inside shelter with installation hardware (Installed by others)
- New polyvinyl roofing (10 years Material / 2 year workmanship limited warranty)
- New exterior LED light with photo eye
- New door hardware with pick guard
- New keys (2) included in lockbox
- All seams caulked

Interior Renovation

- New LED 4' surface lights (4)
- All walls/ceiling cleaned & inspected



QUO-12304



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

Quote  
#QUO-12304  
6/23/2025

Qty	Item	Rate	Amount
	<ul style="list-style-type: none"><li>• Commercial non-static vinyl floor (15 year warranty)</li></ul>		
	<p>Alarm Package</p> <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>		
	<p>Shelter Installation Kit</p> <ul style="list-style-type: none"><li>• Tie-down plates and hardware (as needed)</li><li>• Lifting Brackets</li><li>• Touch up paint for shelter/trim/HVAC</li><li>• Door lock for secure travel during shipping</li><li>• Extra caulk for awning/etc.</li></ul>		
	<p>Power Distribution</p> <ul style="list-style-type: none"><li>• New Intersect All in One panel, surge, transfer switch</li><li>• New lightning surge arrestor (Raycap AC2100)</li><li>• New conduits, outlets, switch, and GFCI</li><li>• New LED exit/emergency light</li><li>• New line voltage smoke detector with relay switch</li></ul>		
	<p>HVAC Units &amp; Controller</p> <ul style="list-style-type: none"><li>• (2) New Bard 3 ton non-econ units (1 year manufacture warranty)</li><li>• New lead lag controller</li><li>• Includes 5 KW heat strip</li><li>• Includes wall curbs (as needed)</li></ul>		
	<p>Grounding System</p> <ul style="list-style-type: none"><li>• Internal basic grounding halo with (1) Internal master ground bar</li></ul>		
	<p>Safety Kit</p> <ul style="list-style-type: none"><li>• First aid kit, Eye wash, Fire extinguisherher</li></ul>		



QUO-12304



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

Quote  
 #QUO-12304  
 6/23/2025

Qty	Item	Rate	Amount
1	Stamped Drawings CA Stamped shelter & foundation drawings	\$2,650.00	\$2,650.00
1	Crane Upload Crane Upload	\$950.00	\$950.00
1	*Shelter Shipping - Common Carrier* Shipping - Common Carrier	\$16,950.00	\$16,950.00

1 Shipping of Shelter to within 25 miles of customer location or within ---- miles to Cedar Rapids, Iowa

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.

1 \*Standard Invoice Verbiage ~  
 ~Equipment Fluctuations and Supply Chain Disruptions~  
 Please Note All quotes are subject to Equipment availability. Due to ongoing volatility in supply chains and Equipment purchasing, any tariff increases or other material price increases that occur after acceptance of Quote may be passed along to the customer. These pricing increases will be noted in writing to Customer prior to final invoicing being adjusted.  
 ~ Customer Responsibilities ~  
 Scheduling of Scope Calls and Shelter Assignment

Unless previously agreed to, the scope call, which includes shelter assignment, will occur within 30 days of the Purchase Order or within 120 days of Customer agreed delivery date, whichever is later.

~ CSS Payment Terms & Taxes ~  
 Taxes and Payment Terms

Taxes: Invoiced prices are subject to sales and other applicable taxes unless Customer submits proper tax exempt documents to CellSite Solutions.



QUO-12304



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

Quote  
 #QUO-12304  
 6/23/2025

Qty	Item	Rate	Amount
-----	------	------	--------

Payment Terms: Unless otherwise agreed in writing, payment terms are: 50% due upon execution of the sales agreement or Purchase Order issuance; the remaining 50% is due at the completion of the Customer requested work and Customer acceptance. Customer acceptance will be recorded via customer onsite visit to review work. If Customer is unable to perform an onsite visit, CellSite Solutions will provide video or pictures to customer for acceptance and Customer will provide a signed Acceptance Form within three business days of completion of the work. If Customer does not cite a deficiency and does not provide the Acceptance Form within 72 hours, the work will be deemed accepted and any additional work will be completed via a separate change order at additional cost.

Payment terms are Net 30. Interest will be charged at a rate of 1.5% per month on any outstanding past due balance, or the maximum rate allowed by law.

~CSS Acceptance and Storage~  
 Acceptance and Storage

Unless otherwise agreed in writing, equipment storage includes but is not limited to, Shelters, Cabinets, HVACs, Generators, Inside Plant Equipment, or any other products provided at cost to the Customer ("Equipment") until the set delivery date. CellSite Solutions will discuss with Customer at time of purchase the expected delivery date. CellSite Solutions will notify the Customer of the upcoming delivery date prior to the agreed upon delivery date. After 60 days Customer must take delivery of all Equipment. If Customer does not take delivery of the Equipment within 60 days of the delivery date, CellSite may move the Equipment to a third-party storage site and Customer will be responsible for all fees and costs associated with delivering and storing the Equipment at the third-party location. Customer will also be responsible for all logistics and costs of arranging the shipping and delivery of the Equipment from the third-party storage provider to its final location. CellSite makes no representation or warranty regarding the security of the third-party off-site location, and CellSite shall not be liable for any damages to the Equipment during its transfer to the off-site location or while it is being stored there.

1 ~Standard Invoice Verbiage Summary~

All Invoices Net 30	<b>Subtotal</b>	\$145,500.00
	<b>Tax (%)</b>	\$12,182.63
	<b>Total</b>	\$157,682.63



QUO-12304



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

Quote  
 #QUO-12304  
 6/23/2025

## 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.

### 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 manufacturer's 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 DISCLAIMS ANY AND





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

Quote  
#QUO-12304  
6/23/2025

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

**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.



QUO-12304



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

Quote  
 #QUO-12304  
 6/23/2025

**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: \_\_\_\_\_

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

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

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

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

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



QUO-12304

**RESOLUTION NO. 26-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 \$157,682.63**

**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 to replace an existing radio shelter; and

**WHEREAS**, EBRCSA staff and consultants identified a shelter from Cell-Site Solutions that meets its operational needs; 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 make a finding 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 approves the purchase of the radio shelter from Cell-Site Solutions for \$157,682.63, and make a finding 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

That the Executive Director is authorized to take all actions and execute all documents necessary to effect the purpose and intent of this Resolution.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 20th day of March 2026 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

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Jocelyn Kwong, Board Secretary