

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

FINANCE COMMITTEE MEETING

NOTICE OF REGULAR MEETING DATE: August 15, 2025

TIME: 11:00 a.m.

PLACE: Alameda County Office of Emergency Services

Room 1013

4985 Broder Blvd., Dublin, CA 94568

AGENDA

- 1. Call to Order/Roll Call/Introductions
- 2. Public Comments (Meeting Open to the Public):

At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. 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.

- 3. Approval of Minutes of May 9, 2025, Finance Committee Meeting
- 4. Recommend Updated Comprehensive Fiscal Policy
- 5. Recommend Infrastructure Lease Policy for Member Agencies
- 6. Discuss Purchase of Radio Shelter for Walton Lane Radio Site
- 7. East Bay Regional Communication System Updates and Discussion
 - Walton Lane Area Radio Site
 - Pearl Shelter Replacement
 - Migration Assurance Program
- 8. Agenda Items for Next Meeting
 - a. 2026 Meeting Calendar Venue and Remote Option
- 9. 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 Swing, Executive Director

August 11, 2025

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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

AGENDA ITEM NO. 3

AGENDA STATEMENT FINANCE COMMITTEE **MEETING DATE: AUGUST 15, 2025**

TO: Finance Committee

East Bay Regional Communications System Authority (EBRCSA)

David Swing, Executive Director David Aug FROM:

East Bay Regional Communications System Authority

Approval of Minutes of the May 9, 2025 Finance Committee Meeting **SUBJECT:**

RECOMMENDATIONS:

Approve the minutes of the May 9, 2025 Finance Committee Meeting

SUMMARY/DISCUSSION:

The Finance Committee will consider approval of the minutes of the May 9, 2025 Finance Committee meeting.

Attachments:

1. Draft Minutes of the May 9, 2025 Finance Committee Meeting



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

FINANCE COMMITTEE MEETING

REGULAR MEETING DATE: May 9, 2025

TIME: 11:00 a.m.

PLACE: Alameda County Office of Homeland Security and Emergency Services,

Room 1013, 4985 Broder Blvd., Dublin, CA 94568

DRAFT MINUTES

1. Call to Order/Roll Call/Introductions

The regular meeting of the Finance Committee was called to order at 11:02 a.m.

Committee Members Present: M. Salinas, M. Nino, J. Calabrigo, T. Dupuis

2. Public Comments: None

3. Approval of Minutes of February 7, 2025, Finance Committee Meeting

On motion of Bm. Salinas, seconded by Bm. Calabrigo, and by unanimous vote, the Finance Committee approved the minutes.

4. Recommend Revised By-laws

Executive Director Swing presented the following recommendations from the Operations Committee meeting.

- a) Article II Clarify that the location is Alameda County Office of Emergency Services.
- b) Article III section 3.3 Clarify that the definition of Mutual Aid Partner is not a participating member of the Authority.
- c) Article VI Operations and Finance Committee add "or designees" in the membership for Police, Fire Chiefs and Sheriffs.
- d) Interest in addressing attendance expectations for both the Board and Committees and outcomes of non-attendance for Board consideration. For example, adding a new section 7.3, that if a member misses more than two consecutive meetings, there is a notice to the member or appointing agency to confirm continuing interest in remaining on the board.

e) Article IX Add Section 9.4 – Add language that purchasing by the Authority shall be made in accordance with the Authority's fiscal policy or as may be amended by the Board.

On motion of Bm. Calabrigo, seconded by Bm. Nino, and by unanimous vote, the Finance Committee approved the recommendation including the Operations Committee's modifications as described.

5. Recommend Proposed FY2025/26 Budget

Craig Boyer, Auditor-Controller, presented an overview of the budget. The Committee asked how the 10 year capital budget aligns with equipment replacements. Executive Director Swing reported that the cash flow projections anticipate replacements.

On motion of Bm. Nino, seconded by Bm. Calabrigo, and by unanimous vote, the Committee approved recommendation of the proposed budget to the Board of Directors.

6. Recommend Comprehensive Fiscal Policy

Executive Director Swing reported that this proposal combines four separate policies, and adds a section VI Procurement, about the Executive Director's spending authority and emergency spending.

The Committee recommended the following modifications to section VI Procurement:

- Increase the Executive Director's spending authority from \$10,000 to \$25,000.
- Add a bullet point to this item that the Executive Director shall inform the Finance Committee and Board of Directors at the next scheduled meetings of any such expenditures.

On motion of Bm. Calabrigo, seconded by Bm. Nino, and by unanimous vote, the Finance Committee approved the recommended policy with modifications be brought to the Board of Directors.

7. Recommend Write-Off or Revision of Certain Invoices

Executive Director Swing reported that the total amount of write-offs requested is \$5,122. In addition, there are recommended revisions to El Cerrito's and Lawrence Livermore Laboratory's invoices by \$52,860 and \$5,940, respectively. If approved El Cerrito will pay early next fiscal year.

Executive Swing clarified for the Committee that for a debt over four years old, there is no civil remedy for purposes of collections as the civil statute expires after four years.

On motion of Bm. Nino, seconded by Bm. Dupuis, and by unanimous vote, the Finance Committee approved recommendation of the write-off and revisions be brought to the Board of Director.

8. Recommend Two Committee Members for the Audit Working Group

Executive Director Swing reported that working group members are needed to liaison with the outside auditor and Executive Director per Board Policy 24-02. Board members Nino and Beaudin were nominated to serve on the Audit Working Group.

On motion of Bm. Calabrigo, seconded by Bm. Salinas, and by unanimous vote, the Finance Committee approved appointment of Bm. Nino and Bm. Beaudin to serve on the working group.

9. Recommend Policy for Lease Charges by Member Agencies

Executive Director Swing presented an overview of lease payments paid by EBRCSA to member and non-member entities and other radios authorities and requested policy direction for member agencies charging the radio authority for the use of agency owned infrastructure, such as grandfathering in certain agencies. The Committee requested that the Executive Director develop a draft policy that has elements for consideration at a future committee meeting.

10. Recommend Increase in Hourly Rate of Secretary to the Board Jocelyn Kwong

On motion of Bm. Nino, seconded by Bm. Dupuis, and by unanimous vote, the Finance Committee approved recommendation that the item be brought to the Board of Directors.

11. East Bay Regional Communication System Updates

Executive Director Swing provided a brief status update on the following items:

- May 7, 2025 Meeting with Motorola Following the letter the Authority sent requesting extension of support of radio repeaters and consoles, Motorola declined to extend support dates due to third party suppliers. Motorola will prepare a migration assistance plan to the Authority for transition of the hardware. Other agencies received the same response from Motorola regarding extended support.
- The City of Antioch Site on Walton Lane This item has not been scheduled for an Antioch City Council agenda. Permits and site plans have not been able to commence until the lease is approved and signed. The Authority has an agreement with CSI consultants that will save some infrastructure and hardware costs for microwave.
- Pearl Shelter Replacement The PG&E meter needs to be moved and building permits need to be signed by EBMUD and authorized to be able to proceed.

12.	Agenda	Items	for	Next	V	lee	ting:	None.
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13. Adjournment: There being no further business, the meeting was adjourned at 12:02 p.m.					

Jocelyn Kwong	
Authority Secretary	y



AGENDA ITEM NO. 4

AGENDA STATEMENT FINANCE COMMITTEE **MEETING DATE: AUGUST 15, 2025**

TO: **Finance Committee**

East Bay Regional Communications System Authority (EBRCSA)

David Swing, Executive Director David Aug FROM:

East Bay Regional Communications System Authority

SUBJECT: Recommendation of a Comprehensive Fiscal Policy

RECOMMENDATIONS:

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

SUMMARY/DISCUSSION:

At their 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 existing policies are attached to this report as Attachments 1-5.

Attachments:

- 1. Draft Comprehensive Fiscal Policy
- 2. Policy 24-01 Audited Financial Statements
- 3. Policy 24-02 Accounts Receivable
- 4. Policy 24-03 Operating and Capital Reserve
- 5. Policy 24-04 Annual Bill for Services

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	NUMBER: 25-01	
POLICIES AND PROCEDURES	REVISION N/A	Page 1 of 4 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 the 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. The EBRCSA will maintain an Operating Reserve equal to 25% (twenty-five percent) of the 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. The 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. The 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 the 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 noticing.

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 **annually as part of the budget 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 the EBRCSA.

	NUMBER: 24-01	
		Page 1 of 1
POLICIES AND PROCEDURES	REVISION	SUPERCEDES
	09/13/24	N/A
SUBJECT: AUDITED FINANCIAL	APPROVED BY	EFFECTIVE DATE
OT A TENTENTE	Board of Directors	
STATEMENTS		09/13/24

PURPOSE

To establish a policy for the development and reporting of the audited financial statements of the East Bay Regional Communications System Authority ("EBRCSA").

POLICY

The EBRCSA shall ensure that the audited annual financial statements are annually reported to the Finance Committee and Board of Directors.

PROCEDURE

Annual Reporting of Audited Financial Statements

- 1) The Finance Committee will ensure the annual reporting of the audited financial statements.
 - The Finance Committee will assign two members as a working group to liaison with the outside auditor and Executive Director.
 - 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.
 - 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.

	NUMBER: 24/02	
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POLICIES AND PROCEDURES	REVISION	SUPERCEDES
	N/A	N/A
SUBJECT:	APPROVED BY	EFFECTIVE DATE
ACCOUNTS RECEIVABLE POLICY	Board of Directors	09/13/24

PURPOSE

To establish a policy for annual billing of the services provided by East Bay Regional Communications System Authority ("EBRCSA").

POLICY

The EBRCSA shall ensure that invoices are paid in a timely manner through the proactive collection of monies owed for services provided.

PROCEDURE

Payment of invoices

- 1) The Authority will bill each member agency for its respective operating and debt payment by July 1 of each year.
 - The bill will be issued to the attention of each member agency's executive or designee;
 - Fees are due and payable on receipt with a two-month grace period;
 - All unpaid accounts as of September 1, of the year which the bill was issued, will be billed a 10 (ten) percent late fee.
 - Delinquent accounts will be referred to collections six months after the date of issuance of the invoice.
 - Members are responsible for the payment of fees associated with using additional resources. Examples include, but are not limited to, fees and costs for legal or collection services.
- 2) The Executive Director will present the Accounts Receivable Aging to the Finance Committee prior to the December Board of Directors meeting to review the number of and value of accounts with outstanding balances.
- 3) 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 operation 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 owned is \$25,000 or 50% of the invoiced amount, whichever is less.

	NUMBER 24/03	
		Page 1 of 1
POLICIES AND PROCEDURES	REVISION	SUPERCEDES
	N/A	N/A
SUBJECT:	APPROVED BY	EFFECTIVE DATE
	Board of Directors	12/06/24
OPERATING AND CAPITAL RESERVE		

PURPOSE

The East Bay Regional Communications System Authority ("EBRCSA") fiscal policies serve as the policy framework to provide guidance concerning fiscal matters.

POLICY

The EBRCSA's Reserve Policy documents the EBRCSA's approach to provide fiscal sustainability while considering user fees. The policy is intended to:

- Identify EBRCSA operations and functions for the use of reserve funds
- Establish minimum reserve levels:
- Establish criteria for the use of reserves and process to replenish reserves.

PROCEDURE

Operating Reserves:

- The Authority will maintain an Operating Reserve equal to 25 (twenty-five) percent of the Authority's annual operating expenses;
- Each year's operating budget will ensure the minimum Operating Reserve level complies with this policy;
- The Auditor's Office will transfer any payments received in excess during the annual budget adoption process

Capital Reserves:

- The Authority will create and maintain a Capital Reserve to fund future capital expenditures.
- Capital Reserve funds may be used for projects or equipment that is greater than \$5,000 and have a service life greater than one year.
- The Authority will maintain a minimum Capital Reserve balance of 5 million dollars

Should the Operating or Capital Reserve Fund 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 limit within two years.

POLICIES AND PROCEDURES	NUMBER: 24-04 REVISION 12/06/24	Page 1 of 1 SUPERCEDES 10/03/2015
SUBJECT: ANNUAL BILL FOR SERVICES	APPROVED BY EBRCSA Board of Directors	09/13/2024 EFFECTIVE DATE 09/13/2024

PURPOSE

To establish a policy for annual billing of the services provided by East Bay Regional Communications System Authority ("EBRCSA").

POLICY

The EBRCSA shall invoice annually for the cost of operating the system based on the number of mobile and portable radios.

PROCEDURE

Billing for Annual Operating and Debt Payments

- 1) Members are responsible for ensuring that the EBRCSA Executive Director is aware of any radios added or deleted from the system.
 - The Executive Director will utilize biannual reports that will determine if the number of mobile and portable radios each agency is operating on the system has increased;
 - The Auditor will be provided the information which will be used in the preparation of the annual bill
- 2) The Authority will bill each member agency for its respective operating and debt payment by July 1 of each year.
 - The bill will be issued to the attention of each member agency's designee;
 - Members will have 30 days from the receipt of the bill to challenge the bill as to the number of mobiles or portables which they are being billed for;
 - Fees are due and payable on receipt with a two-month grace period;
 - All unpaid accounts as of September 1, of the year which the bill was issued, will be billed a 10 (ten) percent late fee.
- 3) Rates for Operating and Service Payments are set by the Board of Directors. Any deviation from the standard pricing requires approval of the Board of Directors.



AGENDA ITEM NO. 5

AGENDA STATEMENT FINANCE COMMITTEE MEETING DATE: AUGUST 15, 2025

TO: Finance Committee

East Bay Regional Communications System Authority (EBRCSA)

FROM: David Swing, Executive Director David Aug

East Bay Regional Communications System Authority

SUBJECT: Recommend Infrastructure Lease Policy

RECOMMENDATIONS:

Recommend a new policy that prohibits EBRCSA members charging for infrastructure use.

SUMMARY/DISCUSSION:

At the May 9, 2025 meeting, the Finance Committee expressed a desire to create consistency in the area of user fees for lease payments of agency owned infrastructure. The Finance Committee asked the Executive Director to return with a policy recommendation for the Committee to consider. The May 9, 2025 Committee report is attached as a reference.

This report provides the Finance Committee with options to consider when recommending a policy and presents a draft policy (Policy Number 25-02) for the systematic phase-out of lease charges by member agencies for radio infrastructure used by EBRCSA and the prohibition of new agreements that incur fees for the leasing of infrastructure. The intent of this policy is to optimize resource utilization and ensure the long-term fiscal security of the EBRCSA.

While addressing the issue of future leases is rather simple, revising existing leases deserves deliberation. There are several options to consider when recommending policy in this area and some are listed as follows:

1. Leave existing leases intact and allow agencies to continue to charge. This will cost the Authority approximately \$84,435 annually with a cost escalator

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- 2. Cap the current price so that costs are contained at their current level
- 3. Phase out lease agreements over a set period of time starting in Fiscal Year 26/27
- 4. Cease all payments on lease agreements effective Fiscal Year 26/27

Attachments:

- 1. May 9, 2025 Finance Committee Report
- 2. Proposed Member Infrastructure Lease Agreement Policy



AGENDA ITEM NO. 9

AGENDA STATEMENT FINANCE COMMITTEE MEETING DATE: MAY 9, 2025

TO: Finance Committee

East Bay Regional Communications System Authority (EBRCSA)

FROM: David Swing, Executive Director David Aug

East Bay Regional Communications System Authority

SUBJECT: Request Policy Direction for Lease Charges by Member Agencies

RECOMMENDATIONS:

Request Policy Direction for Lease Charges by Member Agencies

SUMMARY/DISCUSSION:

At the November 22, 2024 Finance Committee meeting, the Committee discussed member agencies charging the EBRCSA for use of agency owned infrastructure. The Committee directed the Executive Director to research how other radio authorities address this issue and report back to the committee. The Executive Director spoke with colleagues at two radio authorities and learned that the other radio authorities pay varied lease fees to member agencies for use of agency infrastructure for EBRCSA radio equipment.

Table 1 identifies the lease payments paid by EBRCSA to member and non-member entities and other radios authorities.



Table 1: Lease Costs

Agency	Authority	Lease Per Site	Total
	Responsibility		
Alameda County	None	\$14,072.00 (6)	\$84,435.00
Contra Costa County	None	No Charge	No Charge
EBMUD – Not a	Shelter, Generator,	\$18,448.10 +3% (4)	\$73,792.40
member	Tower		
City of Oakland*	None	No Charge	No Charge
SRVFPD	None	No Charge	No Charge
Waste Management	Shelter, Generator	\$3,567.07	\$3,567.07
Los Altos/SVRIA	None	\$3,372.00	\$3,372.00
Marin Water/MERA	Shelter, Generator,	\$12,000 in-kind off-set	\$12,000 in-
	Tower		kind off-set

^{*}The City of Oakland plans to abandon their current microwave network and anticipates requesting the EBRCSA pay for the network expenses, but has not yet asked for payment of rent.

The Executive Director requests the Finance Committee provide policy direction for member agencies charging the radio authority for the use of agency owned infrastructure.

	NUMBER: 25-02	Page 1 of 2
POLICIES AND PROCEDURES	REVISION N/A	SUPERSEDES N/A
MEMBER INFRASTRUCTURE LEASE AGREEMENTS	APPROVED BY	EFFECTIVE DATE September 6, 2025

PURPOSE

This policy outlines the East Bay Regional Communications System Authority (EBRCSA)'s position on the leasing of radio infrastructure by its member agencies. The intent of this policy is to optimize resource utilization.

POLICY

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

PROCEDURES

I. Prohibition on New Radio Infrastructure Leases by Member Agencies:

Effective September 5, 2025 EBRCSA shall prohibit member agencies from collecting monies from the EBRCSA for any new lease fees for radio infrastructure. Exceptions may be granted only under extraordinary circumstances and with the vote of a majority of EBRCSA Board of Directors present at a regularly noticed meeting.

II. Phase-Out of Existing Radio Infrastructure Leases:

All existing radio infrastructure leases held by member agencies on EBRCSA radio sites shall be systematically phased out over a period of five (5) years, commencing July 1, 2026. The phase-out will be achieved through an annual reduction in the lease amount, calculated as a 20% reduction per year from the currently agreed-upon lease rate for each active lease.

- Year 1 (July 1, 2026 June 30, 2027): Lease amount reduced by 20%.
- Year 2 (July 1, 2027 June 30, 2028): Lease amount reduced by an additional 20% (40% total reduction from original).
- Year 3 (July 1, 2028 June 30, 2029): Lease amount reduced by an additional 20% (60% total reduction from original).
- Year 4 (July 1, 2029 June 30, 2030): Lease amount reduced by an additional 20% (80% total reduction from original).
- Year 5 (July 1, 2030 June 30, 2031): Lease amount reduced by the final 20%, resulting in a zero-lease amount. At the conclusion of Year 5, all individual member agency leases for radio infrastructure shall terminate.

III. Responsibilities

- **EBRCSA Staff:** Responsible for tracking existing leases, implementing the annual lease reductions, coordinating with member agencies on migration plans, and providing technical support.
- **Member Agencies:** Responsible for understanding this policy and collaborating with EBRCSA staff on transition plans.

IV. Review and Amendments

This policy will be reviewed periodically by the EBRCSA Board of Directors and may be amended as necessary to reflect changing operational needs, technological advancements, or regulatory requirements. Any amendments will be communicated to all member agencies in a timely manner.



AGENDA ITEM NO. 6

AGENDA STATEMENT FINANCE COMMITTEE MEETING DATE: AUGUST 15, 2025

TO: Finance Committee

East Bay Regional Communications System Authority (EBRCSA)

FROM: David Swing, Executive Director David Aug

East Bay Regional Communications System Authority

SUBJECT: Provide Direction for Walton Lane Radio Shelter Purchase

RECOMMENDATIONS:

Discuss and provide direction on the purchase of a shelter for the proposed Walton Lane radio site

SUMMARY/DISCUSSION:

The East Bay Regional Communications System Authority (EBRCSA) is evaluating the purchase of a new radio shelter from Cell-Site Solutions (Cell-Site), a vendor recommended by CSI Telecommunications (CSI). 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. This shelter became available due to a consolidation between two cellular companies. 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.

The Proposed Cell-Site Shelter

Cell-Site has offered a new 12'x30' radio shelter for \$220,402.63. This comprehensive unit includes:

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

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Due to unforeseen delays in the Walton Lane project, Cell-Site will need to store the shelter for approximately 12-18 months, incurring an additional \$8,000 in storage costs. The shelter was discounted in price due to the over-supply of units and the desire to off-load the excess inventory. Cell-Site estimates the shelter would sell at a non-discounted price of approximately \$260,000.

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

Alternative Purchase

As an alternative, EBRCSA could purchase a smaller, refurbished 12'x20' shelter for \$135,882.63. However, this option does not include the electronic components and has a single air-conditioning unit. Due to the high heat conditions of most radio sites, most EBRCSA shelters have redundant air-conditioning systems to prevent damage to the electrical components.

Operational Concerns

While purchasing additional components separately will add to the overall expense and complexity it will allow the EBRCSA to maintain consistency in its infrastructure reducing the storage of replacement parts and training of staff to maintain the system. For example, the battery racks cannot accommodate the batteries currently used at other sites and the 48v power system will require the storage of additional spare parts to maintain the system. While other sites also have disparate equipment, the proposed shelter will create a need for an additional cache of parts and requisite training for maintenance. The Operations Committee will discuss these operational concerns at their meeting. The Executive Director will share the recommendation of the Operations Committee with the Finance Committee.

Key Considerations and Risks

In addition to the operational concerns, the primary financial risk associated with purchasing the shelter now is uncertainty of the timing for the Walton Lane Radio Site. Purchasing the shelter without a signed land lease could result in additional storage costs.

Next Steps

The Executive Director is seeking guidance from the Finance Committee on whether to recommend:

• The immediate purchase of the new 12'x30' shelter at the September 5, 2025 meeting.

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• Wait until there is greater certainty regarding the Walton Lane site and then purchase an appropriately sized and equipped shelter at that time.

Attachments

- 1. Non-binding Letter of Intent
- 2. Estimate from Cell-Site for 12'x30' Radio Shelter
- 3. Estimate from Cell-Site for 12'x20' Radio Shelter



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

August 10, 2025

CellSite Solutions
Andrew Gallagher, Vice President of Sales
4150 C St SW
Cedar Rapids, IA 52404
(Via E-mail: 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 925-803-4702or <u>David.Swing@acgov.org</u> to schedule a meeting or discuss any questions.

Sincerely,

David Swing

Executive Director

Davil Aug

East Bay Regional Communications System Authority



Quote #QUO-11781

CUSTOMER

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

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

\$220,402.63

Expires: 5/3/2025

ExpiresProjectSales RepPartnerShipping Method5/3/2025Andrew Gallagher

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

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

(ty	Item	Rate	Amoun
1	Shelter 12x28 Newly manufactured VFP 11'8"x28' concrete shelter	\$199,050.00	\$199,050.0
	Description: CSS Standard Package Exterior Renovation		
	Concrete sealant		
	 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		
	Shelter, Trim, Door and Awning body paint		
	Interior Renovation		
	• New (8) LED 4' surface lights		
	All walls/ceiling cleaned & inspected		
	• Ladder rack & fiberduct per drawing		
	• Commercial non-static vinyl floor (15 year warranty)		
	Alarm Package		
	New 66 block		
	New door contact		
	New power fail relay		
	New high/low temp sensors		

Shelter Installation Kit

• Tie-down plates and hardware (as needed)







Qty Item Rate Amount

- Lifting Brackets
- Touch up paint for shelter/trim/HVAC
- Door lock for secure travel during shipping
- Concrete patch
- Extra caulk for awning/etc.

Power Distribution

- New 200-amp 3P 208v 42 space three phase panel
- · New manual transfer switch
- New 200A ATS (startup by others)
- New cam-lock gen plug
- New lightning surge arrestor
- Fire suppression system and control box
- Internal cameras, telemetry, and card reader prep
- · New LED exit/emergency light
- New line voltage smoke detector with relay switch
- · Inspection of all wires (replace as needed)

HVAC Units & Controller

- New Bard MegaTec 5-10 Ton HVAC unit(s) (2 year compressor warranty)
- · New lead lag controller
- Includes 5 KW heat strip
- Includes wall curbs (as needed)

Grounding System

- Internal basic grounding halo
- (1) Internal master grounding bar

Safety Kit

• First aid kit, Eye wash, Fire extinguisher

DC Power Design - Includes Eltek DCPP, 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** \$950.00

Crane Upload

Shipping Description

Shipping is not included in pricing and is the responsibility of the Buyer.







All Invoices Net 30	Subtotal	\$200,000.00
	Tax (%)	\$20,402.63
	Total	\$220,402.63

^{*}Please note all formal quotes are good for 7 business days from the date on the quote. Shipping price is valid only for 7 days from date of quote and must be re-quoted within 7 days of item delivery due to the current shipping climate.

*Purchase price is subject to tax unless proper tax exempt documents are provided to CellSite Solutions, LLC.

SALE AGREEMENT

THIS SALE AGREEMENT (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 ("Buyer") as listed in above quote as "CÚSTOMER".

WITNESSETH:

WHEREAS, Seller is the owner of the property described above (the "Materials") that may be refurbished for Buyer (the "Refurb Services"), that may require certain civil services to the site (the "Civil Services") and may be delivered to Buyer (the "Project"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and other terms and conditions hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

SECTION 1. TERMS OF SALE

- Seller hereby sells, transfers and assigns the Materials to Buyer with warranty of title, free and clear of all liens or encumbrances, and performs any agreed upon Refurb Services and/or Civil Services for the total pricing as listed in above Quote, and unless otherwise stated above:
 - 1.1.1 50% of quoted price upon Execution of this Agreement, plus any applicable tax;
- remaining 50% of Refurb/HVAC Services including shelter price within ten (10) days after written notice (which may include email) from Seller that any Refurb Services are complete plus applicable sales tax; and
- remaining 50% of Civil Services within ten (10) days after written notice (which may include email) from Seller that any Civil Services are complete plus applicable sales tax; and
- 1.1.4 any remaining balance plus applicable sales tax upon delivery of the Project or 60 days from the date of this Agreement, whichever comes first.



^{*}All quotes are subject to equipment availability.

*HVAC Testing is intended only to verify the current condition of existing unit(s). Buyer understands that the Seller makes no warranty claims and that the Seller suggests having a licensed HVAC/Mechanical contractor on site at the time of installation.

*Unless otherwise agreed upon in writing, payment terms are 50/50: 50% due upon sales agreement execution or Purchase Order issuance; remaining 50% including shelter price due upon completion of Refurb Services or HVAC installation; remaining 50% of civil work due upon completion of Civil Services; or due upon delivery; or 60 days from the date of purchase, whichever comes first. Interest will be charged at a rate of 1.5% per month on any outstanding past due balance.

^{*}Equipment Storage: includes but is not limited to Shelters, Cabinets, HVACs, Generators, Inside Plant Equipment, or any other products provided at cost to the Purchaser until the set delivery date. CellSite Solutions' Sales will discuss at time of purchase the expected delivery date with the Purchaser. CellSite Solutions' Project Management will hold a Scope of Work call with the Purchaser after the time of sale and allow for with the Purchaser. CellSite Solutions' Project Management will hold a Scope of Work call with the Purchaser after the time of sale and allow for a ONE TIME change to the delivery date according to the requirements of the Purchaser at this time. CellSite Solutions' Project Management will notify the Purchaser of the upcoming delivery date 30 days and 15 days prior to the agreed upon delivery date. If the Purchaser does not accept the delivery date identified within final confirmation, CellSite Solutions will charge the Purchaser a minimum fee of \$950 on the first month billing to cover costs associated with the upload, offload, or transportation of the Purchaser's equipment to clear the CellSite production facility space. Storage fees will be invoiced monthly at a \$20/day charge for anything past the delivery date by 30 to 90 days, \$25/day for anything past the delivery date by 91 to 180 days, and \$50/day for anything past the delivery date by 181 plus days..

*Unless otherwise noted, offload is not included in the price and is the responsibility of the Buyer.

*Unless otherwise noted, Buyer is responsible for any related building/electrical/mechanical/zoning permitting.

*For all shipping and crane offload services performed by CellSite Solutions: any cancellation of these services by the Buyer without a minimum 5-DAY NOTICE will incur a fee of 18% of the guoted shipping & offload prices.

⁵⁻DAY NOTICE will incur a fee of 18% of the quoted shipping & offload prices.



Quote #QUO-11781 4/26/2025

The "Purchase Price" includes crane upload of the Project. Unless otherwise stated in above Quote, Crane offload of the Project and shipping is not included and is the responsibility of the Buyer. Applicable sales tax is the responsibility of the Buyer.

Equipment Storage: includes but is not limited to Shelters, Cabinets, HVACs, Generators, Inside Plant Equipment, or any other products provided at cost to the Purchaser until the set delivery date. CellSite Solutions' Sales will discuss at time of purchase the expected delivery date with the Purchaser. CellSite Solutions' Project Management will hold a Scope of Work call with the Purchaser after the time of sale and allow for a ONE TIME change to the delivery date according to the requirements of the Purchaser at this time. CellSite Solutions' Project Management will notify the Purchaser of the upcoming delivery date 30 days and 15 days prior to the agreed upon delivery date. If the Purchaser does not accept the delivery date identified within final confirmation, CellSite Solutions will charge the Purchaser a minimum fee of \$950 on the first month billing to cover costs associated with the upload, offload, or transportation of the Purchaser's equipment to clear the CellSite production facility space. Storage fees will be invoiced monthly at a \$20/day charge for anything past the delivery date by 30 to 90 days, \$25/day for anything past the delivery date by 91 to 180 days, and \$50/day for anything past the delivery date by 181 plus days. 1.2 Buyer acknowledges that the Seller did not manufacture the Materials and therefore cannot provide a warranty on the Materials. Buyer acknowledges that it is being given an opportunity to inspect the Materials, and that Seller has made no representations, warranties or covenants to Buyer concerning the value, condition or performance of the Materials. Except as set forth in Paragraph 1.1 above, Seller does not make, and has not made, any representations or warranties of any nature with respect to the Materials. THE MATERIALS ARE BEING SOLD TO BUYER 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 MATERIALS, INCLUDING, WITHOUT LIMITATION, A

- 1.3 Unless otherwise provided in this Agreement, the Project shall be delivered within 25 miles of Buyers'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 Buyer 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 Buyer. 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 Buyer, 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 materials. 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. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this Agreement.
- 1.4 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 Buyer shall be paid by Buyer in addition to the Purchase Price. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.
- 1.5 All returnable containers and lifting brackets used in connection with shipments of the Project are the property of Seller and are loaned to Buyer. Buyer shall use such containers and/or brackets only for reasonable storage and/or offloading of the Project originally delivered and shall return such containers and/or brackets in good condition when empty or offloading is complete. Buyer will pay return freight charges on such empty containers and/or brackets from points in the continental United States of America. If brackets are not returned within 30 days, buyer agrees to purchase brackets at \$475.00 per set of four brackets or each single container.
- 1.6 Unless otherwise provided in this Agreement, Buyer shall be responsible for the construction, assembly or installation and proper maintenance of the Project.

SECTION 2. LIMITATION OF LIABILITY

2.1 Unless otherwise provided in this Agreement, Seller's liability with respect to the Project shall be limited to the warranty of title set forth in Paragraph 1.1 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. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, 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. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER AND 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 Buyer's customers or any third party for any such damages, costs or losses.

SECTION 3. BUYER'S OBLIGATIONS CONCERNING THE PROJECT

3.1 Buyer shall be solely responsible for, and shall defend, indemnify and hold harmless Seller and its affiliates, and their respective directors, officers, employees, agents, insurers and other representatives (collectively, the "Seller Indemnified Parties"),







from and against, any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) that directly or indirectly arise out of or result from the Project, or the transportation, construction, assembly, installation, use, maintenance or other possession or control of the Project by Buyer or its employees or agents or by third persons, or that otherwise directly or indirectly arise out of or result from any actual or alleged action or omission of Buyer or its agents or employees in connection with the Project. Seller may, at its sole election, participate in the defense of any such claims or causes of action at its own expense. Buyer agrees to keep Seller informed regarding all such claims and causes of action.

SECTION 4. MISCELLANEOUS

- 4.1 All proprietary and confidential information, including manufacturing or business information, supplied by Seller shall remain Seller's sole and exclusive property. Such information shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Immediately upon termination of this Agreement, all confidential information together with any copies thereof shall be returned to Seller.
- 4.2 This Agreement constitutes the entire agreement, superseding all prior oral or written negotiations, representations, understandings and agreements, between the parties on the subject matter hereof; and there are no conditions to this Agreement which are not expressed herein. No terms which may be contained in any of Buyer's purchase order, acknowledgment or other forms or correspondence, whether additional to or different from those in this Agreement, shall be of any force or effect with respect to the subject matter hereof.
- 4.3 Neither party shall assign or transfer this Agreement, or its rights or obligations under this Agreement, in whole or in part, voluntarily or by operation of law, 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 In the event that Seller is required, or chooses, to enforce the terms of this Agreement in litigation, whether as plaintiff or defendant, Buyer shall reimburse Seller for its actual costs incurred in such enforcement, including, but not limited to, reasonable attorneys' fees and legal expenses. 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. Buyer consents to in personam jurisdiction and to venue exclusively in said courts; and Buyer hereby appoints the Secretary of State of Iowa as its agent for service of process in Iowa.
- 4.8 This Agreement shall be governed by and construed in accordance with the laws, without reference to principles of conflicts of laws, of the State of Iowa.

The shelter Lifting Hardware,	ch includes bolds and brackets to be provided for buyers use.	
Following delivery and offload	ting brackets to be mailed to Cellsite Solutions, LLC (Cedar Rapids, IA) at buyer's expens	se;
Exact Shipping Address:		
Lats:	Longs:	

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







	CELLSITE SOLUTIONS, LLC
("BUYER")	("SELLER")
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Quote#/P.O.	



CUSTOMER

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

LOCATION

CSI Telecommunications, Inc. Antioch CA 94509 **United States**

TOTAL

Partner

\$135,882.63

Expires: 3/28/2025

Expires Project Sales Rep 3/28/2025 Andrew Gallagher **Shipping Method**

Project Name 12x20 Package Bay Area Shelter - CSI Telecommunications

12x20 Package Bay Area Shelter - CSI Telecommunications

ty	Item	Rate	Amoun
1	Shelter 11.6x20 Previously deployed concrete 11'6"x20' shelter, package includes all options below	\$104,950.00	\$104,950.00
	Description: CSS Standard Package Exterior Renovation		
	Concrete sealant		
	 New awning painted and placed inside shelter with installation hardware (Installed by others) 		
	 Inspected for holes and sealed (as needed) 		
	 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		
	All entry ports capped		
	• Shelter, Trim, Door and Awning body paint		
	Interior Renovation		
	• New (2-6) LED 4' surface lights		
	All walls/ceiling cleaned & inspected		
	Ladder rack cleaned & inspected		
	 Electrostatic Discharge flooring with grounding strip for bonding to electrical service 		

- New 66 block
- New door contact
- New power fail relay
- New high/low temp sensors







Qty	Item	Rate	Amount
	Shelter Installation Kit		

- Tie-down plates and hardware (as needed)
- · Lifting Brackets
- Touch up paint for shelter/trim/HVAC
- Door lock for secure travel during shipping
- Concrete patch
- Extra caulk for awning/etc.

Power Distribution

- New EEE ILA including MTS, ATS, service panel, and surge from customer spec
- New outlets, switch, and GFCI (replace as needed)
- New LED exit/emergency light
- New line voltage smoke detector with relay switch
- Inspection of all wires (replace as needed)

HVAC Units & Controller

- New HVAC 5 ton unit(s) (1 year manufacture warranty)
- · New lead lag controller
- Includes 5 KW heat strip
- Includes wall curbs (as needed)

Grounding System

- Internal basic grounding halo
- (1) Internal master grounding bar

Safety Kit

First aid kit, Eye wash, Fire extinguisher

Crane Upload		
Crane Upload	\$950.00	\$950.00

Shipping - Common Carrier

Shipping of Shelter to within 25 miles of Antioch, CA zip

^{**}This quote assumes normal access to the Site. If the site is deemed difficult, then additional charges may apply.



^{**}Due to the recent changes in the Shipping Industry, Cellsite Solutions cannot guarantee the shipping rates until 7 days prior to delivery. This number is budgetary.





Qty	Item	Rate	Amount
	**In order to best serve our customers, an accurate ship date is required. If Customer provides a ship date that is used to schedule & complete any refurbish services, and the Customer does not comply with said ship date, Customer agrees to allow Cellsite Solutions to issue an invoice for the remaining balance due, less shipping & craning. Customer understands that this invoice must be paid in full before a new ship date can be agreed-upon. The final invoice for the shipping & craning will be issued upon shelter delivery.		
All Invoices N	et 30	Subtotal	\$125,650.00
		Tax (%)	\$10,232.63
		Total	\$135,882.63

^{*}Please note all formal quotes are good for 7 business days from the date on the quote. Shipping price is valid only for 7 days from date of quote and must be re-quoted within 7 days of item delivery due to the current shipping climate.

*Unless otherwise noted, Buyer is responsible for any related building/electrical/mechanical/zoning permitting.
*For all shipping and crane offload services performed by CellSite Solutions: any cancellation of these services by the Buyer without a minimum 5-DAY NOTICE will incur a fee of 18% of the quoted shipping & offload prices.

SALE AGREEMENT

THIS SALE AGREEMENT (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 ("Buyer") as listed in above quote as "CÚSTOMER".

WITNESSETH:

WHEREAS, Seller is the owner of the property described above (the "Materials") that may be refurbished for Buyer (the "Refurb Services"), that may require certain civil services to the site (the "Civil Services") and may be delivered to Buyer (the "Project"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and other terms and conditions hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

SECTION 1. TERMS OF SALE

Seller hereby sells, transfers and assigns the Materials to Buyer with warranty of title, free and clear of all liens or



^{*}All quotes are subject to equipment availability.

*HVAC Testing is intended only to verify the current condition of existing unit(s). Buyer understands that the Seller makes no warranty claims and that the Seller suggests having a licensed HVAC/Mechanical contractor on site at the time of installation.

*Unless otherwise agreed upon in writing, payment terms are 50/50: 50% due upon sales agreement execution or Purchase Order issuance; remaining 50% including shelter price due upon completion of Refurb Services or HVAC installation; remaining 50% of civil work due upon completion of Civil Services; or due upon delivery; or 60 days from the date of purchase, whichever comes first. Interest will be charged at a rate of 1.5% per month on any outstanding past due balance.

^{*}Purchase price is subject to tax unless proper tax exempt documents are provided to CellSite Solutions, LLC.

*Equipment Storage: includes but is not limited to Shelters, Cabinets, HVACs, Generators, Inside Plant Equipment, or any other products provided at cost to the Purchaser until the set delivery date. CellSite Solutions' Sales will discuss at time of purchase the expected delivery date with the Purchaser. CellSite Solutions' Project Management will hold a Scope of Work call with the Purchaser after the time of sale and allow for with the Purchaser. Celisite Solutions Project Management will hold a scope of work call with the Purchaser after the time of sale and allow for a ONE TIME change to the delivery date according to the requirements of the Purchaser at this time. CellSite Solutions' Project Management will notify the Purchaser of the upcoming delivery date 30 days and 15 days prior to the agreed upon delivery date. If the Purchaser does not accept the delivery date identified within final confirmation, CellSite Solutions will charge the Purchaser a minimum fee of \$950 on the first month billing to cover costs associated with the upload, offload, or transportation of the Purchaser's equipment to clear the CellSite production facility space. Storage fees will be invoiced monthly at a \$20/day charge for anything past the delivery date by 30 to 90 days, \$25/day for anything past the delivery date by 91 to 180 days, and \$50/day for anything past the delivery date by 181 plus days..

*Unless otherwise noted, offload is not included in the price and is the responsibility of the Buyer.





encumbrances, and performs any agreed upon Refurb Services and/or Civil Services for the total pricing as listed in above Quote, and unless otherwise stated above:

- 1.1.1 50% of quoted price upon Execution of this Agreement, plus any applicable tax;
- 1.1.2 remaining 50% of Refurb/HVAC Services including shelter price within ten (10) days after written notice (which may include email) from Seller that any Refurb Services are complete plus applicable sales tax; and
- 1.1.3 remaining 50% of Civil Services within ten (10) days after written notice (which may include email) from Seller that any Civil Services are complete plus applicable sales tax; and
- 1.1.4 any remaining balance plus applicable sales tax upon delivery of the Project or 60 days from the date of this Agreement, whichever comes first.

The "Purchase Price" includes crane upload of the Project. Unless otherwise stated in above Quote, Crane offload of the Project and shipping is not included and is the responsibility of the Buyer. Applicable sales tax is the responsibility of the Buyer.

Equipment Storage: includes but is not limited to Shelters, Cabinets, HVACs, Generators, Inside Plant Equipment, or any other products provided at cost to the Purchaser until the set delivery date. CellSite Solutions' Sales will discuss at time of purchase the expected delivery date with the Purchaser. CellSite Solutions' Project Management will hold a Scope of Work call with the Purchaser after the time of sale and allow for a ONE TIME change to the delivery date according to the requirements of the Purchaser at this time. CellSite Solutions' Project Management will notify the Purchaser of the upcoming delivery date 30 days and 15 days prior to the agreed upon delivery date. If the Purchaser does not accept the delivery date identified within final confirmation, CellSite Solutions will charge the Purchaser a minimum fee of \$950 on the first month billing to cover costs associated with the upload, offload, or transportation of the Purchaser's equipment to clear the CellSite production facility space. Storage fees will be invoiced monthly at a \$20/day charge for anything past the delivery date by 91 to 180 days, and \$50/day for anything past the delivery date by 91 to 180 days, and \$50/day for anything past the delivery date by 181 plus days. 1.2 Buyer acknowledges that the Seller did not manufacture the Materials and therefore cannot provide a warranty on the Materials. Buyer acknowledges that it is being given an opportunity to inspect the Materials, and that Seller has made no representations, warranties or covenants to Buyer concerning the value, condition or performance of the Materials. Except as set forth in Paragraph 1.1 above, Seller does not make, and has not made, any representations or warranties of any nature with respect to the Materials. THE MATERIALS ARE BEING SOLD TO BUYER AS IS, WHERE IS, AND WITH ALL FAULTS; AND SELLER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY NATURE WHATSOCVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS, INCLUDING, WITHOUT LIMITATI

- 1.3 Unless otherwise provided in this Agreement, the Project shall be delivered within 25 miles of Buyers'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 Buyer 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 Buyer. 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 Buyer, 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 materials. 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. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this Agreement.
- 1.4 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 Buyer shall be paid by Buyer in addition to the Purchase Price. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.
- 1.5 All returnable containers and lifting brackets used in connection with shipments of the Project are the property of Seller and are loaned to Buyer. Buyer shall use such containers and/or brackets only for reasonable storage and/or offloading of the Project originally delivered and shall return such containers and/or brackets in good condition when empty or offloading is complete. Buyer will pay return freight charges on such empty containers and/or brackets from points in the continental United States of America. If brackets are not returned within 30 days, buyer agrees to purchase brackets at \$475.00 per set of four brackets or each single container.
- 1.6 Unless otherwise provided in this Agreement, Buyer shall be responsible for the construction, assembly or installation and proper maintenance of the Project.

SECTION 2. LIMITATION OF LIABILITY

2.1 Unless otherwise provided in this Agreement, Seller's liability with respect to the Project shall be limited to the warranty of title set forth in Paragraph 1.1 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. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, 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. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER AND 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 Buyer's customers or any third party for any such damages, costs or losses.

SECTION 3. BUYER'S OBLIGATIONS CONCERNING THE PROJECT

3.1 Buyer shall be solely responsible for, and shall defend, indemnify and hold harmless Seller and its affiliates, and their respective directors, officers, employees, agents, insurers and other representatives (collectively, the "Seller Indemnified Parties"), from and against, any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) that directly or indirectly arise out of or result from the Project, or the transportation, construction, assembly, installation, use, maintenance or other possession or control of the Project by Buyer or its employees or agents or by third persons, or that otherwise directly or indirectly arise out of or result from any actual or alleged action or omission of Buyer or its agents or employees in connection with the Project. Seller may, at its sole election, participate in the defense of any such claims or causes of action at its own expense. Buyer agrees to keep Seller informed regarding all such claims and causes of action.

SECTION 4. MISCELLANEOUS

- 4.1 All proprietary and confidential information, including manufacturing or business information, supplied by Seller shall remain Seller's sole and exclusive property. Such information shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Immediately upon termination of this Agreement, all confidential information together with any copies thereof shall be returned to Seller.
- 4.2 This Agreement constitutes the entire agreement, superseding all prior oral or written negotiations, representations, understandings and agreements, between the parties on the subject matter hereof; and there are no conditions to this Agreement which are not expressed herein. No terms which may be contained in any of Buyer's purchase order, acknowledgment or other forms or correspondence, whether additional to or different from those in this Agreement, shall be of any force or effect with respect to the subject matter hereof.
- 4.3 Neither party shall assign or transfer this Agreement, or its rights or obligations under this Agreement, in whole or in part, voluntarily or by operation of law, 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 In the event that Seller is required, or chooses, to enforce the terms of this Agreement in litigation, whether as plaintiff or defendant, Buyer shall reimburse Seller for its actual costs incurred in such enforcement, including, but not limited to, reasonable attorneys' fees and legal expenses. 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. Buyer consents to in personam jurisdiction and to venue exclusively in said courts; and Buyer hereby appoints the Secretary of State of Iowa as its agent for service of process in Iowa.
- 4.8 This Agreement shall be governed by and construed in accordance with the laws, without reference to principles of conflicts of laws, of the State of Iowa.

The shelter Lifting Hardware, which includes bolds and brackets to be provided for buyers use.

Following delivery and offload, lifting brackets to be mailed to Cellsite Solutions, LLC (Cedar Rapids, IA) at buyer's expense;

Exact Shipping Address:







Lats: Long	s:
IN WITNESS WHEREOF, the parties above written.	s have hereunto executed this Agreement by their duly authorized agents as of the date firs
	CELLSITE SOLUTIONS, LLC
("BUYER")	("SELLER")
Ву:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Quote#/P.O.	