



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

NOTICE OF REGULAR MEETING

DATE: February 27, 2026

TIME: 11:00 a.m.

PLACE: Alameda County Office of Emergency Services,
4985 Broder Blvd., Room 1013, Dublin, CA 94568
Heritage House, 4501 Pleasanton Ave, Pleasanton, CA 94566
Via Zoom

<https://us06web.zoom.us/j/84967318031?pwd=cEWpbuexf9JRDb7ndb6wnbxBQzaMwH.1>

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 November 21, 2025, Finance Committee Meeting
4. Presentation of Mid-Year Budget Update
5. Motorola Migration Assistance Plan
6. Provide Policy Direction for Cost Recovery by Member Agencies
7. Vallejo/Benicia Subscriber Loss and Asset Transfer
8. Recommend EBRCSA Pay for Expenses Associated to Fire Station 31 Tower Move
9. Pearl Radio Shelter Purchase
10. East Bay Regional Communication System Updates
 - The City of Antioch Site on Walton Lane
 - Engineering Firm Evaluation Results
 - Migration Assistance Plan (MAP) Update

11. Agenda Items for Next Meeting

- Presentation of FY 26/27 Budget
- Recommendation of Engineering Firm Contract
- Recommendation of Policy for Infrastructure Cost Recovery by Member Agencies

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 Swing, Executive Director

February 24, 2026



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AGENDA ITEM NO. 3

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Approval of Minutes of the November 21, 2025 Finance Committee Meeting

RECOMMENDATIONS

Approve the minutes of the November 21, 2025 Finance Committee Meeting

SUMMARY/DISCUSSION

The Finance Committee will consider approval of the minutes of the November 21, 2025 Finance Committee meeting.

Attachments:

1. Draft Minutes of the November 21, 2025 Finance Committee Meeting



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FINANCE COMMITTEE MEETING

NOTICE OF REGULAR MEETING

DATE: November 21, 2025

TIME: 11:00 a.m.

PLACE: Alameda County Office of Emergency Services
Room 1013
4985 Broder Blvd., Dublin, CA 94568

DRAFT MINUTES

1. Call to Order/Roll Call/Introductions

Chair Salinas called the meeting to order at 11:02 a.m.

Present: M. Salinas, G. Beaudin, T. Dupuis, M. Shorr, L. Smith

Absent: D. Haubert, K. Carlson

2. Public Comments: None.

3. Approval of Minutes of August 15, 2025, Finance Committee Meeting

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

4. Presentation of 2024 Audited Financial Statements

Ahmed Badawi (Badawi & Associates), presented the results of the FY 2025 audit.

Executive Director Swing stated that the item will be brought to Board of Directors' December meeting.

5. Review of Accounts Receivable Aging Detail

Executive Director Swing stated that this item is brought to the committee according to policy for review of current outstanding balances. Work is in progress on the reconciliation

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of the CA Department of Corrections line item due to discrepancies of the radio counts from six to seven years ago.

The committee asked about the UC Berkeley line item total. The Executive Director will review for any credit balances and make corrections if needed for the Board of Director's approval. Craig Boyer, Auditor, noted that sometimes the timing of the invoice issuance and payment affects balances reflected.

The committee asked if there was outreach by EBRCSA to agencies on the list. Executive Director Swing confirmed that outreach is conducted.

6. Recommend Proposed Contract Renewal for CSI Telecommunications

Executive Director Swing notated a correction from the agenda report that the current contract expired June 30, 2025 and the request is for a contract extension to June 30, 2027. This does not change the rate. He noted that the business will be transferred to new ownership and when the item is presented to the Board of Directors meeting in December it may have a different entity name.

The committee inquired about competitive procurement compared with specialty services. Executive Director Swing said if there is a desire is for new RFP process to be conducted, the extension option is requested to go to the end of the current fiscal year with a new contract proposal for Committee consideration in May 2026.

On motion of Bm. Shorr, seconded by Bm. Dupuis, and by unanimous approval, the Finance Committee approved recommending the contract extension for the remainder of the fiscal year and to pursue a competitive procurement process for evaluation by the Finance Committee over the next 6 to 8 months before presentation to the Board of Directors.

7. Discuss Committee Meeting Format

Executive Director Swing requested feedback from the committee regarding preference for future committee meeting formats, recognizing that the SB 707 updates and impacts will be provided by the Authority's legal counsel at the next Board of Director's meeting. He stated that the Operations Committee expressed preference for in-person meetings with option for hybrid virtual participation.

The Finance Committee's consensus is a preference for a hybrid virtual and in-person meeting option.

8. Discussion on Leasing of Infrastructure Assets from Member Agencies

Executive Director Swing had a conversation with representatives of both County Administrators and Alameda County's finance team on this topic and that there may be other sites requiring funding for Authority-wide cost recovery policy. Contra Costa County's request is for consistency between the two counties for cost recovery.

Executive Director Swing expects that the final outcomes will change costs from other membership agencies in the Authority. He will check in with radio shops for a complete listing of sites where EBRCSA is not paying for utility service expenses. He wants to ensure methodology for data collection on costs is consistent and in the best case, the information will be available before the next budget adoption.

The discussion on this topic will continue with the Finance Committee with additional analysis on fiscal impact (rate plans) to the Authority to be brought forward, including evaluating options with PG&E for rate plans.

9. East Bay Regional Communication System Updates

- **The City of Antioch Site on Walton Lane** – The Lease Agreement is approved by City of Antioch.
- **Pearl Radio Shelter** – The shelter is in design phase with approval pending by PG&E to move the meter off the pedestal. EBMUD has requested to store the shelter in an unsecured area that the Executive Director has concerns about and will necessitate further conversation.
- **Migration Assistance Plan (MAP) Update** – For infrastructure replacement, Motorola recommends an 8-year plan starting in 2026 with a 4% annual escalator which is a shorter and more expensive timeframe than the Authority's initial timeline assessment. Executive Director Swing is examining the escalator and reconsideration of all sites.

The Finance Committee provided the following considerations for the Executive Director in future discussions on the replacement of infrastructure:

- What checkpoints will be in place during the migration plan that will allow for technology updates that are not just dedicated to Motorola solutions. Consider if radio is the right solution in all areas.
- What are the risks of a slower process compared to a faster program. What are the impacts on radio costs for rate payers, how would it be funded, and will there be money for capital projects with a faster project completion timeline.
- **Update on Encryption Activities** – Executive Director Swing will be providing an update to the Board at the meeting in December on learnings from this process.
- **Loss of Vallejo and Benecia as system users** – Both cities will likely be separated from the Authority by the end of the current fiscal year which will reflect as a loss in subscriber fees.
- **Executive Director's Contract Update** – This item will be presented at the next Board meeting as a matter of formality to update the business name, with no other terms changing.

10. Agenda Items for Next Meeting

11. Adjournment: There being no other business, the meeting was adjourned at 12:15 p.m.

Jocelyn Kwong
Authority Secretary



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AGENDA ITEM NO. 4

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Presentation of Mid-Year Budget Update

RECOMMENDATION

Recommend Mid-Year Budget Update to Board of Directors.

SUMMARY/DISCUSSION

The 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 anticipates being under budget at the end of the fiscal year.

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

Attachments:

1. Mid-Year Budget Report

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
Ordinary Income/Expense				
Income				
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%
Total Income	9,905,468.00	9,778,000.00	127,468.00	101.3%
Gross Profit	9,905,468.00	9,778,000.00	127,468.00	101.3%
Expense				
605000-Administration				
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%
Total 605000-Administration	142,058.97	327,000.00	-184,941.03	43.44%
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%
605300-Maintenance				
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%
Total 605300-Maintenance	2,327,543.82	5,350,000.00	-3,022,456.18	43.51%
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%

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



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AGENDA ITEM NO. 5

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Preliminary Funding Plan for Motorola Migration Platform Migration

RECOMMENDATION:

Recommend a funding strategy for the replacement of infrastructure due to Motorola Platform Migration.

SUMMARY/DISCUSSION:

At the November 21, 2025 meeting, the Committee received a verbal report from the Executive Director about the Migration Assistance Plan (MAP) from Motorola. The Committee asked the Executive Director to return with an agenda report that provides for checkpoints during the migration to allow for technology updates that are vendor and solution agnostic. Secondly, the Committee asked the Director to identify the financial risks associated with the timing of project implementation to include available funding for other capital projects and the impact on rate payers.

The first outcome is accomplished in the planned implementation where the radio repeaters are the last item to be implemented. For example, replacing the prime site controllers and dispatch consoles are required to continue with a Motorola system. Waiting to update radio site repeaters where cellular infrastructure is the greatest may allow some sites to be taken off-line as radio infrastructure could switch to cellular.

The second outcome is discussed later in the report when various financial scenarios are presented.

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Motorola is EBRCSA's primary vendor for system functionality. Motorola informed the Authority that key components of the system will no longer be supported by 2032. This equipment includes Prime Site Controllers (2029), Dispatch Consoles (2030) and Radio Repeaters (2032). The one-time cost of the project is approximately \$46,000,000. This cost does not include the time billed by the radio shops. Motorola developed the MAP as both an operational and funding plan for the replacement of their infrastructure. The plan is included as Attachment 1.

The MAP shows the replacement of equipment begins in FY2026/27 and is completed by FY2038/39. The MAP fully funds the replacement of equipment and includes a 3% cost escalator each year for components yet to be completed. As recommended by the Committee the MAP is presented in phases that allow the Authority to change course if radio technology allows for the provision of radio services differently than provided today.

Funding Strategy:

There are different strategies to fund the replacement equipment. The strategies include a one-time capital expenditure where all equipment is purchased at once without incurring additional debt service or CPI based price increases. While this is the lowest cost option, it is not feasible based on the projected reserve fund balance and would not allow for flexibility in the implementation as requested by the Committee.

The second option is to fund a one-time capital expense through third-party financing. This option would eliminate anticipated cost increases; however, it would incur interest charges for the monies borrowed and not allow for flexibility in the implementation as requested by the Committee.

This third option is the MAP presented by Motorola that spreads the project out over a period of 13 years and uses a pay as you go model of funding. This option allows flexibility in system implementation. An initial analysis of available funds indicates there are sufficient funds to accomplish the third option. The Auditor's office is reviewing Motorola's cash flow projections to validate the Executive Director's analysis. The Executive Director will present the validated projections at the Committee meeting.



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RECOMMENDATION:

Provide a funding strategy recommendation to the Executive Director for the replacement of Motorola infrastructure. The Executive Director will return at the May 2026 Committee meeting with a proposed contract for consideration to the Board of Directors.

Attachment:

1. Motorola Migration Assistance Plan

13-Year MAP

ATTACHMENT 1

SCOPE	6 Prime	11 Dispatch	6 Dispatch	8 Dispatch	7 Dispatch	6 RF; 2 Dispatch	5 RF	6 RF	3 RF	4 RF	3 RF	4 RF	4 RF
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Equipment	4.0 M	3.4 M	2.4 M	3.4 M	5.5 M	5.0 M	4.2 M	5.3 M	3.6 M	4.4 M	4.4 M	4.6 M	4.7 M
Service	1.2 M	1.7 M	1.3 M	1.7 M	2.0 M	1.9 M	1.3 M	1.5 M	1.1 M	1.1 M	1.3 M	1.3 M	1.4 M
DISCOUNT	-1.4 M	-1.4 M	-1.0 M	-1.3 M	-2.0 M	-1.2 M	-0.8 M	-1.1 M	-0.5 M	-0.5 M	-0.6 M	-0.6 M	-0.6 M
TAX	0.3 M	0.2 M	0.2 M	0.2 M	0.3 M	0.4 M	0.3 M	0.4 M	0.3 M	0.4 M	0.4 M	0.4 M	0.4 M
TOTAL	4.0 M	4.0 M	2.9 M	4.0 M	5.8 M	6.1 M	5.0 M	6.1 M	4.5 M	5.3 M	5.4 M	5.7 M	5.9 M

- \$64.8 MM Total MAP Cost Over 13 Years
- \$46 MM CapEx Cost
- Completes Project in 2038




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AGENDA ITEM NO. 6

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee
FROM: David Swing, Executive Director 
SUBJECT: Provide Policy Direction for Cost Recovery by Member Agencies

RECOMMENDATIONS

Provide policy direction to the Executive Director for member agencies to recover costs for member agency equipment and costs in support of EBRCSA operations.

SUMMARY/DISCUSSION

At the November 21, 2025 Finance Committee (Committee) meeting, the Committee discussed the feasibility for member agencies to recover the costs associated with EBRCSA infrastructure. The Committee directed the Executive Director to return at the next meeting with additional information to include the scope of cost recovery and its financial impact on the involved parties. The Committee also directed the Executive Director to evaluate the current PG&E rate structure to see if the Authority was utilizing the best plan or taking advantage of all available discounts.

Background

EBRCSA has 31 radio frequency (RF) sites and six prime sites. EBRCSA is billed by PG&E for eight of the RF sites, while the other 23 RF sites and six prime sites are paid by others. The average monthly utility bill paid by EBRCSA for a RF site is \$1,400. PG&E evaluated the electricity bills of the eight sites paid by EBRCSA and found that changing the rate plan is anticipated to save the Authority up to \$10,000 annually on electricity costs. These savings are not included in the projections as the assumptions have not been tested.



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The County of Alameda and EBRCSA entered into an agreement in 2013 wherein the County charges EBRCSA \$84,435 each year for utilities and preventative maintenance at eight sites. The agreement has not increased in cost since its inception. Utility and preventative maintenance expenses at the 21 other sites are paid for by the local agency. The exception is Contra Costa County who pays for utility service at some sites that are not on County owned land.

The Silicon Valley Regional Interoperable Authority (SVRIA) operates a single county radio system that is structured similarly to EBRCSA. The SVRIA site agreement is explicit on page two that member agencies with SVRIA infrastructure make an in-kind contribution for any expense associated to rent, utilities or maintenance costs. The SVRIA site agreement is included as Attachment 1.

Fiscal Implications

As stated earlier, the average utility cost per RF site is \$1,400. A RF site has less equipment than a prime site. Staff used an assumption of 2.5 times the cost of a RF site to estimate the utility usage at a prime site since prime sites have a meter shared by other users. Based those assumptions, annual utility costs are estimated to be \$773,055 as shown in Table 1. However, EBRCSA has \$377,435 appropriated for the provision of utility and preventative maintenance services at eight EBRCSA metered sites and six Alameda County sites.

Table 1 - Projected Utility Costs

Sites	Average	Monthly	Annual
RF 31	\$1,400	\$43,414	\$520,972
Prime 6	\$3,501	\$21,007	\$252,083
Current Appropriation			(\$377,435)
Total			\$395,620

The other two costs associated to infrastructure cost recovery are rent and preventative maintenance. Alameda and Contra Costa Counties estimate those costs to be \$424,478 annually. The projected total is \$1,320,000 which includes a 10% contingency. Staff included a contingency since the estimate does not include rent or preventative maintenance for sites not under the purview of either County.

There are three primary scenarios to pay for the additional costs should the Board adopt a policy that provides cost recovery by member agencies. The first scenario keeps rates the same and

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**CONTRA COSTA
COUNTY**

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

reduces money available for capital replacement. The organizational impact of this scenario means there is less money available for the required platform migration. The current migration assistance plan is projected to be fully funded; however, reductions in capital funding will create a gap in funding. In the first scenario, the reserve fund balance starts at nearly \$15m and drops to \$8m by FY34/35.

Option Two – Full Cost Recovery

The second scenario increases rates by \$3 per unit per month starting in FY30/31 and continuing a \$3 annual increase until FY34/35 to fund both cost recovery and the platform migration. This scenario increases subscriber costs from \$46 in FY 29/30 to \$60 per unit per month in FY 34/35. Table 2 illustrates the increased costs by member agency for the agencies represented on the Operations and Finance Committees. In the second scenario, the reserve fund balance starts at nearly \$15m and drops to \$12.6m by FY34/35.

Table 2 – Projected Rate Increases Full Cost Recovery

		FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35
		Base Rate		Annual Increases			
Agency	Units	46	49	52	55	57	60
Orinda	30	\$16,560	\$17,640	\$18,720	\$19,800	\$20,520	\$21,600
Moraga	32	\$17,664	\$18,816	\$19,968	\$21,120	\$21,888	\$23,040
San Leandro	199	\$109,848	\$117,012	\$124,176	\$131,340	\$136,116	\$143,280
Pleasanton	245	\$135,240	\$144,060	\$152,880	\$161,700	\$167,580	\$176,400
EBRPD	262	\$144,624	\$154,056	\$163,488	\$172,920	\$179,208	\$188,640
SRVFPD	358	\$197,616	\$210,504	\$223,392	\$236,280	\$244,872	\$257,760
Concord	393	\$216,936	\$231,084	\$245,232	\$259,380	\$268,812	\$282,960
Contra Costa	1,468	\$810,336	\$863,184	\$916,032	\$968,880	\$1,004,112	\$1,056,960
Oakland	3,228	\$1,781,856	\$1,898,064	\$2,014,272	\$2,130,480	\$2,207,952	\$2,324,160
Alameda Co	4,143	\$2,286,936	\$2,436,084	\$2,585,232	\$2,734,380	\$2,833,812	\$2,982,960

Option Three – Cost Recovery for Utility Costs

The third scenario is to adopt a policy that provides for cost recovery of hard costs, such as utility costs, and requires in-kind contributions for soft costs such as preventative maintenance and shelter rent. If this policy were adopted by the Board, the annual fiscal impact is estimated to be \$395,620 based on anticipated costs and monies currently appropriated in the budget. The third scenario requires a \$1 per unit per month increase for four years which would increase the monthly cost from \$46 to \$50. In the third scenario, the reserve fund balance starts at nearly \$15m and drops to \$12m by FY34/35.

**Alameda County Office of Homeland Security and Emergency Services
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**East Bay Regional
Communications
System Authority**



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Table 3 – Projected Rate Increases Utilities Cost Recovery

		FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35
		Base Rate	Annual Increase				
Agency	Units	46	46	47	48	49	50
Orinda	30	\$16,560	\$16,560	\$16,920	\$17,280	\$17,640	\$18,000
Moraga	32	\$17,664	\$17,664	\$18,048	\$18,432	\$18,816	\$19,200
San Leandro	199	\$109,848	\$109,848	\$112,236	\$114,624	\$117,012	\$119,400
Pleasanton	245	\$135,240	\$135,240	\$138,180	\$141,120	\$144,060	\$147,000
EBRPD	262	\$144,624	\$144,624	\$147,768	\$150,912	\$154,056	\$157,200
SRVFPD	358	\$197,616	\$197,616	\$201,912	\$206,208	\$210,504	\$214,800
Concord	393	\$216,936	\$216,936	\$221,652	\$226,368	\$231,084	\$235,800
Contra Costa	1,468	\$810,336	\$810,336	\$827,952	\$845,568	\$863,184	\$880,800
Oakland	3,228	\$1,781,856	\$1,781,856	\$1,820,592	\$1,859,328	\$1,898,064	\$1,936,800
Alameda Co	4,143	\$2,286,936	\$2,286,936	\$2,336,652	\$2,386,368	\$2,436,084	\$2,485,800

The policy recommendation weighs equity and fiscal sustainability. Currently, all users of the system pay the same price for services while some users also pay for utility and other costs associated with running the system. This model creates inequities for those agencies that host a radio site.

Another aspect of the policy discussion is the amount of administrative overhead the Authority finds to be reasonable. Staff found that the administrative charge by agency varies between 5% to 13%. Staff recommends a 5% cap on administrative overhead. Staff has not included the administrative charges in the projections.

RECOMMENDATION

Provide policy direction to the Executive Director for member agencies to recover costs for member agency equipment and costs in support of EBRCSA operations.

Attachments:

1. SVRIA Site License Agreement

County of Santa Clara – Non Standard Service Agreement Cover Sheet

This Form and the Checklist are administrative forms and are not part of the Agreement

SECTION I: GENERAL INFORMATION

Date:	06/27/2019	P.O. Number: (Procurement Department Use Only)	
Agency/Department Name:	County Communications	Department Number:	0190
Brief Description of Services:	Provide access to Silicon Valley Regional Interoperability Authority (SVRIA) and its contractors and vendors to install, operate, repair, maintain and replace SVRIA equipment at various County operated communications sites		
Maximum Financial Obligation:	\$ 0		
Term of Agreement:	Start Date	7/19/2019	End Date 12/31/2028

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	Select...	0190	5255100	2550	.01		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY OF SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Contractor Name: (As Displayed In SAP)	SVRIA	Agency/Department:	County Communications
Contact Person:	Denise Sellers	Program Manager/ Contract Monitor Name:	Phyllis Yoneda
Street Address:	601 El Camino Real	Address:	2700 Carol Drive
City, State, Zip	Santa Clara, CA 95050	City, State, Zip	San Jose, CA 95125
Telephone Number:	(408) 615-5571	Telephone Number:	(408) 977-3208
SCC Vendor Number: (As Assigned In SAP)		Fiscal Contact: (Accounts Payable Contact)	Grace Rodriguez
		Contract Preparer:	Phyllis Yoneda

Site Name	County of Santa Clara
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SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY EQUIPMENT INSTALLATION LICENSE AGREEMENT			
LICENSOR	County of Santa Clara		
LICENSEE	SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY		
SITE LOCATION(S)	See Exhibit A		
TERM	7/19/2019 Start Date	December 31, 2028 End Date	

This Equipment Installation License Agreement (“LICENSE” or “Agreement”) is made and entered into this ___ day of 7/19/2019, 2019, by and between the County of Santa Clara, a political subdivision of the State of California, (“LICENSOR”), and the Silicon Valley Regional Interoperability Authority, a California Joint Powers Authority (“SVRIA” or “LICENSEE”) (together “Parties”).

RECITALS

The following recitals are a substantive portion of this Agreement:

1. LICENSEE has installed various equipment at certain telecommunications sites within the County of Santa Clara. These site(s) are shown in Exhibit “A” attached hereto and incorporated by this reference.
2. This equipment is part of the various projects sponsored by the SVRIA including, but not limited to Emergency Communications microwave system (“ECOMM”) and the Silicon Valley Regional Communications System (“SVRCS”).
3. LICENSOR desires to permit SVRIA, and its contractors and vendors to enter onto LICENSOR’s property to install, maintain, repair and replace equipment (“Equipment”) pursuant to the terms and conditions contained in this LICENSE.
4. SVRIA has hired vendors and contractors to perform certain activities at LICENSOR’s locations in conjunction with the installation and maintenance of Equipment.

Site Name	County of Santa Clara
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5. The intent of this Agreement is to provide access to the site locations for SVRIA, SVRIA’s vendors and contractors.
6. This Agreement is intended to supersede any prior agreement between the parties for SVRCS or ECOMM.
7. LICENSOR and LICENSEE understand and acknowledge that LICENSEE will not be required to pay for rent, utilities, or maintenance costs under this LICENSE, and that LICENSOR is granting this LICENSE to LICENSEE without charge.

NOW THEREFORE LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. Grant

Subject to the terms and conditions of this Agreement, LICENSOR grants to LICENSEE a non-exclusive license during the Term (as defined below) to access and use portions of the properties described in Exhibit "A" (collectively, the "Property"), to install, operate, repair, replace and maintain the radio, electronic, and related communications equipment described in Exhibit "B" ("Equipment Area" and "Equipment").

2. Use

2.1 Subject to the terms of this Agreement, LICENSEE shall have the right to enter the Property and to use the Equipment Area solely for the installation, operation, repair, replacement, and maintenance of the Equipment.

2.2 LICENSEE’s installation, maintenance, repair, replacement, and operation of the radio, electronic, and related Equipment shall be performed by one or more qualified technical persons. All work shall be done in accordance with industry standards, in compliance with all applicable statutes, ordinances, regulations, laws, and in compliance with the *Quality Standards for Fixed Network Equipment Installation R-56* published by Motorola, Inc., if applicable.

2.3 LICENSOR and LICENSEE agree to work together in good faith to resolve any mutual interference issues in connection with the use of the Equipment Area by both Parties. LICENSEE agrees to design, construct, install, and modify its Equipment operations to avoid interference with the signals of LICENSOR and any existing licensee. If LICENSEE's installation, or operation, in any way hinders, obstructs, or through testing described below, is shown to interfere with the communications existing at the time of this Agreement or other Equipment of LICENSOR, or any licensee at the Property or Equipment Area, LICENSEE shall, at its sole cost and expense, upon receipt of written notification cease the interfering installation or operation.

2.4 Any interference and incompatibility testing required to determine radio interference with other Equipment at the SVRCS Equipment Area shall, at LICENSEE’s expense, be made by a qualified technician representing LICENSEE and a representative designated by LICENSOR. If the test is satisfactory to both the technician and the LICENSOR representative, a certification of such test signed by both the technician and the LICENSOR representative shall be forwarded to LICENSOR at the location for notices indicated in this Agreement.

Site Name	County of Santa Clara
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2.5 This LICENSE shall serve as a right of entry for SVRIA’s employees, vendors and contractors to enter the Property for the purposes of installing, maintaining, repairing, and replacing the Equipment. LICENSEE shall coordinate with LICENSOR regarding the times and manner of access to the Property, with the exception of emergencies when LICENSEE shall make best efforts to notify and coordinate with LICENSOR as soon as possible under the circumstances. LICENSEE acknowledges and agrees that certain portions of the Property are not owned by LICENSOR and access to such unowned property is subject to the terms and conditions of LICENSOR’S agreements with the respective owner of such property. Additionally, LICENSEE acknowledges and agrees that certain portions of the Property (identified as “County Parks” properties on Exhibit “A”) are owned by the County as County parkland and access to such parkland by LICENSOR is subject to the terms and conditions of a Memorandum of Agreement dated September 21, 2017 between LICENSOR’s County Communications Department and LICENSOR’s Parks and Recreation Department, a copy of which has been provided to LICENSEE (the “MOU”). LICENSEE acknowledges that LICENSEE’s access to County Parks’ properties shall not interfere with the County’s operation and maintenance of such parks and access to County Parks’ properties will be coordinated through LICENSOR’s County Communications Department, which department will be required to in turn coordinate access with the operations staff of the County Parks Department in accordance with the MOU.

3. Term

This Agreement shall commence on the Effective Date and end on December 31, 2028 which is the End Date indicated on the cover page of this Agreement (“Term”).

4. Condition of SVRCS Equipment Area

LICENSEE agrees to take the Equipment Area “as is.” LICENSOR does not warrant or represent that the Equipment Area is suitable for LICENSEE’s purposes. LICENSEE has made its own investigation and independent determination of the satisfactory condition of the Equipment Area and its suitability for its use. LICENSEE assumes for itself, its employees, agents, vendors and contractors, all risks associated with its entry into the Equipment Area. LICENSEE waives any claim against LICENSOR, its employees and agents for injuries sustained by LICENSEE, its employees, agents and contractors on the Property, in the Equipment Area, and in the surrounding property and for any damage to LICENSEE’s Equipment, except to the extent of liability for injuries or damage caused by LICENSOR’s negligence or willful misconduct.

5. Maintenance and Repair:

5.1 LICENSEE shall be responsible for installing, maintaining, repairing, and replacing the Equipment. LICENSEE is allowed access to the Equipment Area 24 hours a day, seven days a week.

5.2 LICENSOR (through its County Communications Department), at LICENSOR’s expense, shall maintain the Equipment Area (other than the Equipment) in good order, condition and repair; provided, however, any damage in or to the Equipment Area or systems caused by LICENSEE or any agent, officer, employee, vendor or contractor of LICENSEE, shall be promptly repaired by LICENSEE at its expense. Similarly, any damage in or to the

Site Name	County of Santa Clara
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Equipment Area or systems caused by LICENSOR or any agent, officer, employee, vendor or contractor of LICENSOR, shall be promptly repaired by LICENSOR at its expense. LICENSOR (through its County Communications Department) is solely responsible for the upkeep and maintenance of the grounds surrounding the building, structure and/or antenna containing the SVRCS Equipment Area, including weed abatement per Fire Code and/or local requirements.

5.3 Upon expiration or earlier termination of this Agreement, LICENSEE shall remove all of the Equipment installed pursuant to this Agreement and all prior agreements between LICENSOR and LICENSEE pertaining to the Equipment. LICENSOR and LICENSEE shall meet to discuss the disposition of the Equipment. In the event that the Parties agree that the Equipment is to be removed, LICENSEE shall return the Equipment Area to its original condition, less reasonable wear and tear, or as otherwise agreed by the Parties.

6. Utilities and Services

LICENSOR agrees to furnish to the Equipment Area, at its own expense all utilities reasonably required for LICENSEE's intended use. LICENSOR shall supply and or maintain appropriately required HVAC and backup generators for the Equipment Area.

7 Damage and Destruction:

If the Property, Equipment Area, or any portion thereof is destroyed or made unusable by fire, flood, vandalism, earthquake or any other causes ("Destruction") so as to make it impossible or impracticable to carry on business in substantially the same manner it was conducted before the Destruction, then LICENSEE understands and agrees that any restoration of the Property, Equipment Area, or portions thereof, shall be at the sole discretion of the LICENSOR. If the Property, Equipment Area, or portion thereof cannot be restored within ninety (90) calendar days of the damage or destruction at a commercially reasonable cost, or LICENSOR determines that it does not have available funds and authority, this Agreement and its provisions may be terminated by election of either party. In the event of the termination of this Agreement, LICENSEE shall remove the Equipment, except as otherwise agreed to by LICENSOR.

8 Default

The failure of either Party to perform any of its obligations, exclusive of the noninterference requirements of Section 2 of this Agreement, hereunder which remains uncured for 30 days after written notice to it by the non-defaulting party will constitute an Event of Default. Notwithstanding the foregoing, if the Event of Default is such that it will reasonably require more than 30 days to cure, then the Defaulting Party shall not be in default hereunder if it commences the cure within 30 days after written notice and thereafter proceeds diligently to complete the cure, but in no case shall such Event of Default continue for more than 60 days; or In an Event of Default, the non-defaulting party may, without waiving any other rights or remedies, immediately terminate this Agreement. Upon the expiration or termination of this Agreement, all rights and obligations of the Parties under this Agreement terminate upon the effective date of such expiration or termination.

Site Name	County of Santa Clara
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8 Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code § 895.6, LICENSEE shall indemnify, defend, reimburse, and hold harmless LICENSOR, its officers, employees, vendors, contractors, and agents against any claim, suit, liability, loss, expense, or damage, including reasonable attorney’s fees and costs, with respect to injury or death to any person or damage to any property to the extent such arises from or is related to the use of the Property and Equipment Area by LICENSEE, its officers, employees, vendors, contractors, or agents, including but not limited to Motorola, Inc. and its construction contractor. LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, employees and agents, against any claim, liability, loss, expense or damage, including reasonable attorney’s fees and costs, with respect to injury or death to any person or damage to any property to the extent such arises from the negligence or willful misconduct of LICENSOR, its officers, employees or agents in connection with this Agreement. This mutual indemnity shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, neither Party shall be liable to the other Party for any special or consequential damages.

10. Limited License Only

This Agreement provides, subject to the terms and conditions herein, only a non-exclusive license to access the Property and the Equipment Area and does not in any way confer on LICENSEE any other interest, whether implied or expressed, in any real property. As between LICENSEE and LICENSOR, LICENSEE retains all right, title and interest in the Equipment.

11. Insurance

LICENSEE and its vendors and contractors shall maintain in full force and effect, the comprehensive insurance described in Insurance Requirements described in Exhibit “C” at its sole cost and expense. The Insurance Requirements may be updated by LICENSOR from time to time in its sole discretion.

12. Alterations/Security System

The installation, maintenance, upgrade, or repair of the Equipment shall not require prior written approval. LICENSEE may install a security system in the SVRCS Equipment Area for its own SVRCS equipment, provided LICENSEE submit its plans for same to LICENSOR for LICENSOR’s prior written approval, which approval shall not be unreasonably withheld. LICENSEE shall provide LICENSOR with 24/7 access to its security system. LICENSEE shall comply with all security requirements associated with the Equipment Area and cooperate with LICENSOR’s security requirements.

13. Assignment and Transfer

The rights granted to LICENSEE shall not be assigned, sold, encumbered, or transferred by LICENSEE, in whole or in part, without the prior written consent of the LICENSOR. Notwithstanding the foregoing, nothing herein shall preclude LICENSEE from altering, transferring or moving the Equipment to another site or entering into another license agreement to relocate the Equipment.

Site Name	County of Santa Clara
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14. Notices:

All notices required to be given hereunder, or which either party may wish to give, shall be in writing and shall be served either by personal delivery, rapid courier (such as Federal Express or United Parcel Service) or by regular mail, postage prepaid, addressed as follows:

To LICENSOR: Director of Communications
 2700 Carol Drive
 San Jose, CA 95125 Telephone: (408) 977-3200

To LICENSEE: Executive Director
 SVRIA
 601 El Camino Real
 Santa Clara, CA 95050
 Telephone 408-615-5571

15. Non-Discrimination

A. Requirements. LICENSEE shall comply with all applicable Federal, State, and local laws and regulations. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) and California Labor Code sections 1101 and 1102. LICENSEE shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation, nor shall LICENSEE discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations or marital status. Failure to comply with the requirements set forth herein shall be deemed cause for cancellation, termination, or suspension of this Agreement.

16. Permits

LICENSEE shall, at LICENSEE's sole cost and expense and prior to the commencement of activities permitted hereunder, comply with all laws, orders, and obtain all permits which may be required by public agencies including, without limitation, the Federal Communications Commission, CAL-OSHA and other relevant agencies and local jurisdictions to the extent they have jurisdiction over the activities of LICENSEE at the site locations and shall comply with all conditions and requirements set forth in the permits issued by such agencies. During the term of this Agreement, LICENSEE shall maintain, to the extent required, an FCC license in full force and attach a copy of such license to each transmitter.

17. Governing Law and Jurisdiction

This Agreement is accepted by the Parties in, and governed by and construed in accordance with, the laws of the State of California without giving effect to its conflicts of laws provisions. All litigation actions with respect of this Agreement shall be brought in California state courts

Site Name	County of Santa Clara
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having jurisdiction within Santa Clara County, California and the Parties expressly consent to the personal jurisdiction of such courts.

18 Entire Agreement

This Agreement represents the entire Agreement by and between the Parties relative to the use of the site locations. Any prior or contemporaneous oral or written agreements by and between the Parties and/or their agents and representatives relative to such use are revoked and extinguished by this Agreement, except for the Site Use Agreement for ECOMM.

19. Representations and Warranties

The Parties represent and warrant that, they are not currently bound by any other agreements, restrictions or obligations, nor will they assume any such obligations or restrictions which do or would in any way interfere or be inconsistent with this Agreement.

20. Amendments

This Agreement may not be modified except in writing signed by duly authorized representative(s) of the Parties.

21. Waiver

Waiver by the Parties of any breach of any term, covenant or condition of this Agreement shall not be deemed to waive the same or any other term, covenant or condition of this Agreement or the right to subsequently enforce such term or condition in the future.

22. Severability

In the event that any provision of this Agreement is held or construed to be invalid by any court having jurisdiction over disputes related to this Agreement, such provision will, if reasonable to do so, be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, or, if not reasonable to do so, be deemed to be excluded from this Agreement. In any event, all other provisions of this Agreement will remain in full force and effect.

23. Execution and Counterparts

This Agreement may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

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Site Name	County of Santa Clara
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This Agreement is entered into on the date set forth below by and between LICENSOR and LICENSEE.

DATE 7/19/2019

LICENSOR

LICENSEE

DocuSigned by:

 By _____
62EEB3861ADB4FB...

DocuSigned by:

 By _____
8EA187413D92429...

Theresa Therilus, DDOP
County of Santa Clara
Procurement Department

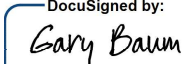
Name: Denise J. Sellers
Title: Executive Director, SVRIA

APPROVED AS TO FORM and legality:

APPROVED AS TO FORM:

DocuSigned by:


585BE75500484CB...

DocuSigned by:


182D64FA908242A...

Nancy Clark
Deputy County Counsel

Gary M. Baum
General Counsel

Exhibits to this Agreement:

- Exhibit A - Site Locations
- Exhibit B – Equipment Area and Equipment
- Exhibit C – Insurance Requirements



**East Bay Regional
Communications
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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. 7

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Transfer of Juniper Router Assets to Solano County and Formation of Ad-Hoc Workgroup to Address Loss of Subscriber Revenue

RECOMMENDATIONS

1. Recommend to the Board of Directors the transfer of eight (8) Juniper router assets from EBRCSA to Solano County to support the Vallejo and Benicia radio sites.
2. Recommend to the Board of Directors the formation of an ad-hoc workgroup to evaluate strategic expansion of subscriber agencies to offset projected revenue losses.

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.

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

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



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

Site Name	Router #	Description	Asset Tag	MSI Serial #	Juniper Serial #
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

FISCAL IMPACT: LOSS OF SUBSCRIBER REVENUE

The departure of Benicia and Vallejo represents a loss of 477 subscriber units, totaling \$263,304 in annual revenue effective July 1, 2026. While this revenue loss is currently not reflected in budget forecasts, it may be partially offset by a reduction in system maintenance expenses. Motorola is currently calculating the exact reduction in service costs; the Executive Director will provide a verbal update on the potential expense offset during the meeting. Updated revenue and expense projections will be formally presented in the May 2026 budget proposal.

STRATEGIC MITIGATION & AD-HOC WORKGROUP

To maintain a balanced budget and contain costs for remaining member agencies, EBRCSA could address the anticipated future revenue gap and increase overall fiscal health by adding new subscribers. Current system usage averages 21–23%, suggesting available capacity for new subscribers. Staff recommends forming an ad-hoc workgroup to:

- Analyze the feasibility of expanding radio services to other sectors/agencies.
- Evaluate cost-containment strategies for existing members.
- Present a final recommendation to the Board in June 2026.

RECOMMENDATIONS

1. Recommend to the Board of Directors the transfer of eight (8) Juniper router assets from EBRCSA to Solano County.
2. Recommend to the Board of Directors the formation of an ad-hoc workgroup to evaluate strategic expansion of subscriber agencies to offset projected revenue losses.

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



**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

AGENDA ITEM NO. 8

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Fire Station 31 Tower Site Move

RECOMMENDATION:

Recommend Use of CIP Funds for Fire Station 31 Tower Site Move.

SUMMARY/DISCUSSION:

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

SRVFPD asked for EBRCSA to pay for the transfer of EBRCSA related equipment from the existing tower to the new tower. The EBRCSA equipment associated to 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 \$50,000.

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

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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.

SRVFPD has hosted the radio site on its property since the inception of EBRCSA at no cost to 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.

Staff requests the Finance Committee recommend to the Board of Directors the use of CIP funds to pay for new radio equipment for the SRVFPD Fire Station 31 radio site.



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AGENDA ITEM NO. 9

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Pearl Radio Shelter and Site Work and Equipment for a Temporary Radio Shelter

RECOMMENDATIONS

1. Recommend the sole source purchase of a radio shelter from Cell Site Solutions for the Pearl Reservoir radio site.
2. Recommend the use of Cell Site Solutions to complete the site work.
3. Recommend the purchase of equipment needed to outfit the trailer used as a temporary shelter.

SUMMARY/DISCUSSION

The radio shelter at the Pearl Reservoir needs to be replaced. Cell Site Solutions has provided an estimate for the cost of the replacement shelter of \$157,683 (Attachment 1). This price is for the shelter and its transport to Richmond, California and does not include installation. EBRCSA Counsel has previously approved the use of Cell Site Solutions as a sole source provider.

Cell Site Solutions provided a second quote of \$98,950 for the removal of the existing shelter, installation of a set of pier posts to support the new shelter, and installation of the new shelter (Attachment 2). Staff is consulting with an architectural company to confirm the price presented is competitive for the work being performed. The wages in both cost estimates are at prevailing wage rates of pay – which is the recommendation of EBRCSA Counsel.

Additionally, replacing the shelter will take six weeks from start to finish. As a result, the Contra Costa County radio shop will place a trailer on-site that will serve as a temporary shelter. The use of the trailer will require the purchase of equipment. The estimated cost of the equipment inside the temporary trailer is \$80,747.00 (Attachment 3). Staff anticipates the trailer estimate will be

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lowered by nearly 50% since the DC Power System is likely not needed. Staff did not have an updated quote in time for the Committee agenda packet.

The total cost of the shelter, site work and trailer is approximately \$300,000. This cost does not include consulting fees from CSI, PG&E charges to move the power meter, or hourly rate charges for the Contra Costa County radio shop to perform the associated work. The adopted budget for the project is \$400,000 of which \$383,105 is remaining. Due to the unforeseen costs of outfitting the trailer, it is possible that the total project cost will exceed the amount budgeted.

The adopted fiscal policy allows the Executive Director the discretion to use other CIP funding sources when needed. The Walton Lane CIP has sufficient funds to pay for any costs in excess of the adopted budget.

Staff is seeking a recommendation to the Board of Directors to use Cell Site Solutions for the purchase of the shelter and site work and to use Public Safety Innovation to prepare a trailer as a temporary radio shelter.

Attachments

1. Quote for purchase of shelter
2. Quote for site work
3. Quote for preparing trailer as a temporary radio site



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



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Qty	Item	Rate	Amount
	<ul style="list-style-type: none"> • Commercial non-static vinyl floor (15 year warranty) 		
	<p>Alarm Package</p> <ul style="list-style-type: none"> • New 66 block • New door contact • New power fail relay • New high/low temp sensors 		
	<p>Shelter Installation Kit</p> <ul style="list-style-type: none"> • Tie-down plates and hardware (as needed) • Lifting Brackets • Touch up paint for shelter/trim/HVAC • Door lock for secure travel during shipping • Extra caulk for awning/etc. 		
	<p>Power Distribution</p> <ul style="list-style-type: none"> • New Intersect All in One panel, surge, transfer switch • New lightning surge arrestor (Raycap AC2100) • New conduits, outlets, switch, and GFCI • New LED exit/emergency light • New line voltage smoke detector with relay switch 		
	<p>HVAC Units & Controller</p> <ul style="list-style-type: none"> • (2) New Bard 3 ton non-econ units (1 year manufacture warranty) • New lead lag controller • Includes 5 KW heat strip • Includes wall curbs (as needed) 		
	<p>Grounding System</p> <ul style="list-style-type: none"> • Internal basic grounding halo with (1) Internal master ground bar 		
	<p>Safety Kit</p> <ul style="list-style-type: none"> • First aid kit, Eye wash, Fire extinguisherher 		



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

Quote
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 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
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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	Subtotal	\$145,500.00
	Tax (%)	\$12,182.63
	Total	\$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





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4150 C Street SW
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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



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

Quote
 #QUO-13305
 2/12/2026

CUSTOMER East Bay Regional Communications Authority 4985 Broder Rd Dublin CA 94568 United States	LOCATION East Bay Regional Communications Authority Pearl Richmond CA 94530 United States	TOTAL \$98,950.00
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Expires	Project	Sales Rep	Partner	Shipping Method
2/19/2026		Andrew Gallagher		

Project Name Richmond, CA Pearl Civil Bid
Richmond, CA Pearl Civil Bid

Qty	Item	Rate	Amount
1	Civil Work Services Provide Materials, Labor & Equipment for small site improvements. Bid includes: -Mobilization -Disposal of existing fiberglass shelter & (2) stoops -Install (4) additional 12" piers for new shelter -Install Ground ring -Install pvc conduit from shelter to H-frame (Includes conductors for 200amp service) -Install pvc conduits from existing gen to new shelter -Provide lull/crane offload of 18,000lb lightweight 11'5"x16' shelter on site and place onto piers Inclusions / Exclusions Bid does not include any Permitting, Site survey, Site staking, H-Frame, Meter Socket, Handholes, Fencing, Gen start up, Propane Tank, Fuel Line or private locates. Pricing reflective of PW rates.	\$98,950.00	\$98,950.00
1	*Standard Invoice Verbiage ~ ~ 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.		





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

Quote
 #QUO-13305
 2/12/2026

Qty	Item	Rate	Amount
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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	Subtotal	\$98,950.00
	Tax (%)	\$0.00
	Total	\$98,950.00



QUO-13305



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

Quote
 #QUO-13305
 2/12/2026

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





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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.



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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-13305

Public Safety Innovation

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



Estimate

ADDRESS

David Swing
 Alameda Coutny

ESTIMATE # 1478**DATE** 01/30/2026

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
48 Vdc Power System- 100 Amp LaMarche rectifies, SCLFP48150 5U batteries, transfer switch, AC breaker system and fusing.	1	32,500.00	32,500.00T
Labor - Power System Install AC power system and 48 Vdc charging system. Connect transfer switch, breakers, etc. per NEC code and specifications.	49	198.00	9,702.00
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	7,500.00	7,500.00T
Labor - Racks/Grounding/Cable Management Installation of equipment racks and grounding.	70	198.00	13,860.00
Engineering and Documentation			
Labor - Electrical Design and Documentation of all electrical systems and diagrams that will be provided. All systems reviewed by California Licensed Professional Engineer.	20	275.00	5,500.00
Misc Repairs- Customer to provide tire replacement.	1	0.00	0.00T

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

SUBTOTAL	76,876.00
TAX	3,871.88
TOTAL	\$80,747.88

Accepted By

Accepted Date