



## ***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

### **OPERATIONS COMMITTEE MEETING**

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

**DATE: August 15, 2025**

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

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

### **AGENDA**

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1. Call to Order/Roll Call
2. Public Comments (Meeting Open to the Public):  
At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.
3. Approval of Minutes of May 9, 2025, Operations Committee Meeting
4. Receive System Status Report and Discuss Impacts of System-wide Law Enforcement Dispatch Capability
5. Discuss Walton Lane Radio Shelter Purchase
6. East Bay Regional Communications System Authority Updates
  - Encryption Implementation Plan
  - Walton Lane Area Radio Site
  - Pearl Radio Site Shelter
  - Portable Radio GPS
  - Migration Assurance Program
7. Agenda Items for Next Meeting
  - a. 2026 Meeting Calendar – Venue and Remote Option
8. 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.

A handwritten signature in cursive script, appearing to read "David Swing".

David Swing, Executive Director

August 11, 2025



**East Bay Regional  
Communications  
System Authority**




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**AGENDA ITEM NO. 3**

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

**TO:** Operations Committee  
East Bay Regional Communications System Authority (EBRCSA)

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

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

**RECOMMENDATIONS:**

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

**SUMMARY/DISCUSSION:**

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

**Attachments:**

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



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### **OPERATIONS COMMITTEE MEETING**

#### **REGULAR MEETING**

**DATE: May 9, 2025**

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

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

### **DRAFT MINUTES**

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

The regular meeting was called to order at 10:01 a.m.

**Committee members present:** J. King, J. Aguiar, A. Averiett, P. Stokes, J. Beltran

#### **2. Public Comments:** None

#### **3. Approval of Minutes of February 7, 2025, Operations Committee Meeting**

On motion of Bm. Averiett, seconded by Bm. Stokes, and by unanimous vote, the Operations Committee approved the minutes.

#### **4. Discuss and Recommend Revised By-laws**

Executive Director Swing reported that the working group met twice and the proposed draft has been reviewed by the Authority's counsel. An overview of changes include:

- Separating the bylaws agreement from the Joint Powers Agreement.
- Clarifying membership roles
- Updating committee representatives – removing Chair and Vice Chair positions, adding an at-large member to the Finance Committee.
- Removing the Technology Advisory Committee as a standing committee of the Operations Committee to instead be an ad-hoc committee that advises the Executive Director.
- Defining officer roles and duties of the Executive Director, General Counsel, Secretary.

- Removing spending authority provisions to a policy separate from the bylaws.

The Operations Committee recommended additional changes as follows:

- a) Article II – Clarify that the location is Alameda County Office of Emergency Services.
- b) Article III section 3.3 – Clarify that the definition of Mutual Aid Partner is not a participating member of the Authority.
- c) Article VI Operations and Finance Committee – add “or designees” in the membership for Police, Fire Chiefs and Sheriffs.
- d) Interest in addressing attendance expectations for both the Board and Committees and outcomes of non-attendance for Board consideration. For example, adding a new section 7.3, that if a member misses more than two consecutive meetings, there is a notice to the member or appointing agency to confirm continuing interest in remaining on the board.
- e) Article IX Add Section 9.4 – Add language that purchasing by the Authority shall be made in accordance with the Authority’s fiscal policy or as may be amended by the Board.

On motion of Bm. Averiett, seconded by Bm. Beltran, and by unanimous vote, the Operations Committee recommended approval of the revised bylaws with additional modifications to be brought to the Board of Directors.

## **5. Receive System Status Report**

Executive Director Swing reported that the system is working well and that for LA RCS during the peak fire storms, their usage increased 45% during two simultaneous events, and that the EBRCSA system should be able to sustain that spike in its current capacity.

Recently, Concord PD pursued a suspect to San Jose and lost service in the area of the Sunol Grade. The Executive Director asked if the Committee would be interested in pursuing additional analysis of radio usage for continuous transmittal rather than having to switch talk groups. The Committee expressed interest in system-wide access for primary police talk groups asked how radio “usage” is measured, for example, is it considered usage if it’s just “on” and linked to the cell or only if the microphone is used.

The Committee requested an information update at the next meeting and to verify how the Authority’s system capacity would be impacted if both Contra Costa and Alameda County radios are all set to systemwide.

## **6. Discuss Recommend Radio Encryption Plan and Policy**

Executive Director Swing met with county commanders to demonstrate how to access encrypted channels and reported there were not too many concerns. He asked if the Operations Committee has guidance on whether EBRCSA should have its own encryption policy or to leave it for individual membership to develop their own policies. The draft policy as proposed does not mandate or require encryption of its membership.

The Operations Committee recommended including additional language in Item 7 “Transparency and Public Access” of the policy that agency-specific information requests will be referred to the member agency.

On motion of Bm. Stokes, seconded by Bm. Beltran, and by unanimous vote, the Operations Committee recommended approval of the policy with modification to include added language to Item 7 “Transparency and Public Access” be brought to the Board of Directors.

## **7. Receive Report on FY25/26 Operating and Capital Expense Budget**

Executive Director Swing provided a verbal update of items on the report and that it will cost \$62,000 to keep Cirrus Central.

## **8. East Bay Regional Communications System Authority Updates**

- May 7, 2025 Meeting with Motorola – Following the letter the Authority sent requesting extension of support of radio repeaters and consoles, Motorola declined to extend support dates due to third party suppliers. Motorola will prepare a migration assistance plan to the Authority for transition of the hardware. Other agencies received the same response from Motorola regarding extended support.
- Walton Lane Radio Site – No new updates. Antioch still has not scheduled the item for a City Council meeting.
- Pearl Radio Site Shelter – Pending permit authorization for moving a PG&E meter from the City of Richmond, and pending EBMUD signature.
- BART/EBRCS ISSI – Anticipated to be fully live in September 2025 to allow fire and police services to have continuity of radio service in underground BART stations.
- Portable Radio GPS – Testing is underway, with updates expected by the end of the fiscal year. GPS will only be activated if Push-to-talk is on, or if dispatcher contacts. It will be test run on a separate screen using Motorola Aware software for evaluation before considering further advancement.
- Tracy PD Interest – Tracy PD has sent a letter of interest to EBRCSA, but more logistics work will need to be completed.

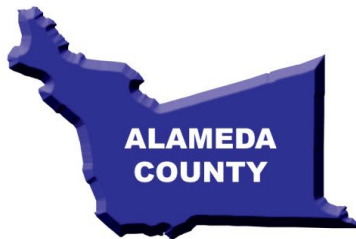
## **9. Agenda Items for Next Meeting**

- Systemwide update for Police.

## **10. Adjournment:** There being no further business, the meeting was adjourned at 11:00 a.m.

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Jocelyn Kwong  
Authority Secretary



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### **AGENDA ITEM NO. 4**

#### **AGENDA STATEMENT OPERATIONS COMMITTEE MEETING DATE: AUGUST 15, 2025**

**TO:** Operations Committee  
East Bay Regional Communications System Authority (EBRCSA)

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

**SUBJECT:** System Usage Report

#### **RECOMMENDATIONS:**

Receive report on system status

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

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

The Cirrus Central (CC) program continues to show usage in the low 20% range. The Authority moved all law enforcement primary dispatch talk groups to a system-wide configuration. The usage reports from before and after the move are included as Attachment 1. Since the usage reports do not show an increase and the Authority received zero complaints of system impacts, the Authority will continue to allow law enforcement to have system-wide access on primary dispatch talk groups.

Staff recommends the Operations Committee receive the report.

Attachment:

1. Usage report

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

# System Utilization

## for CA East Bay RCS

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

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

Time range

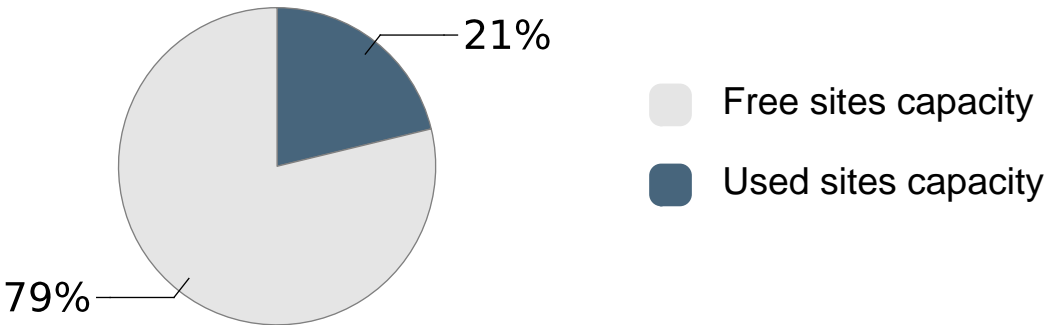
Context

06/22/2025 00:00 GMT-05:00

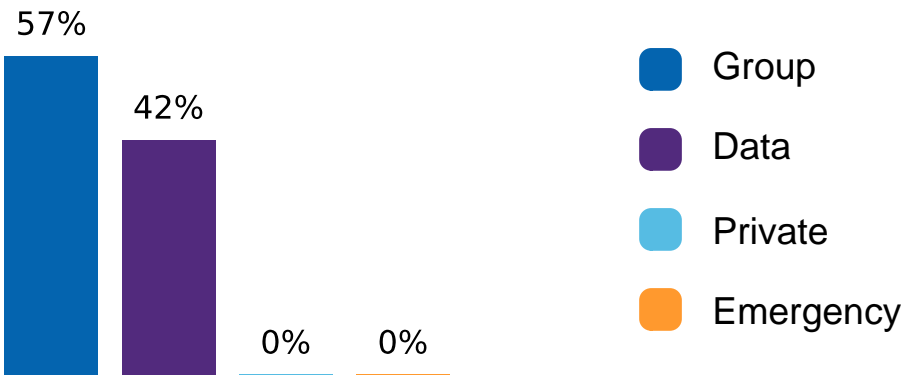
System

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

### Total utilization

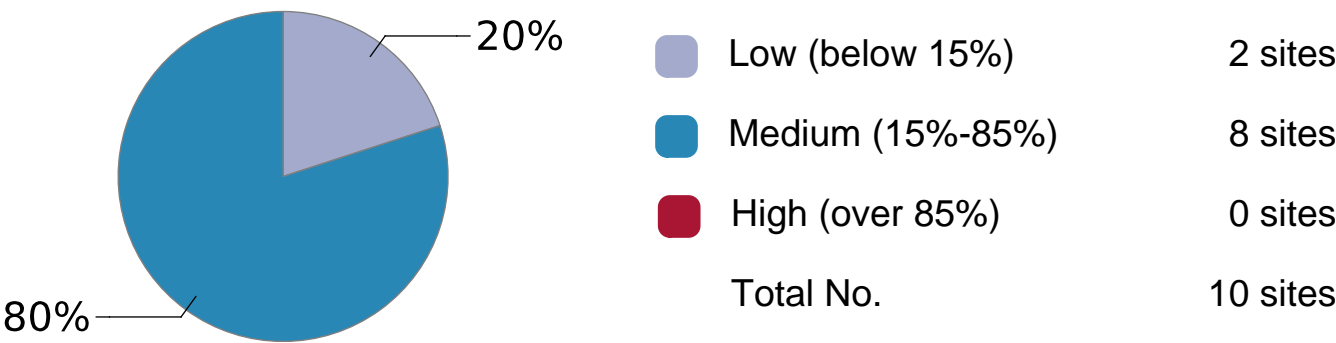


### Utilization by call

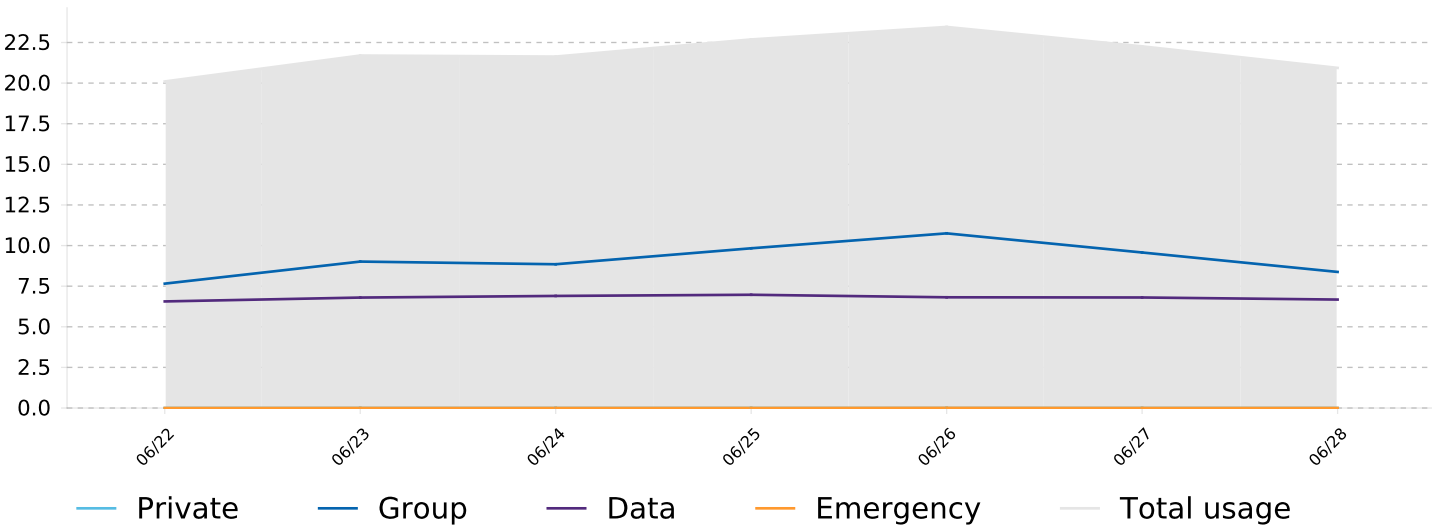




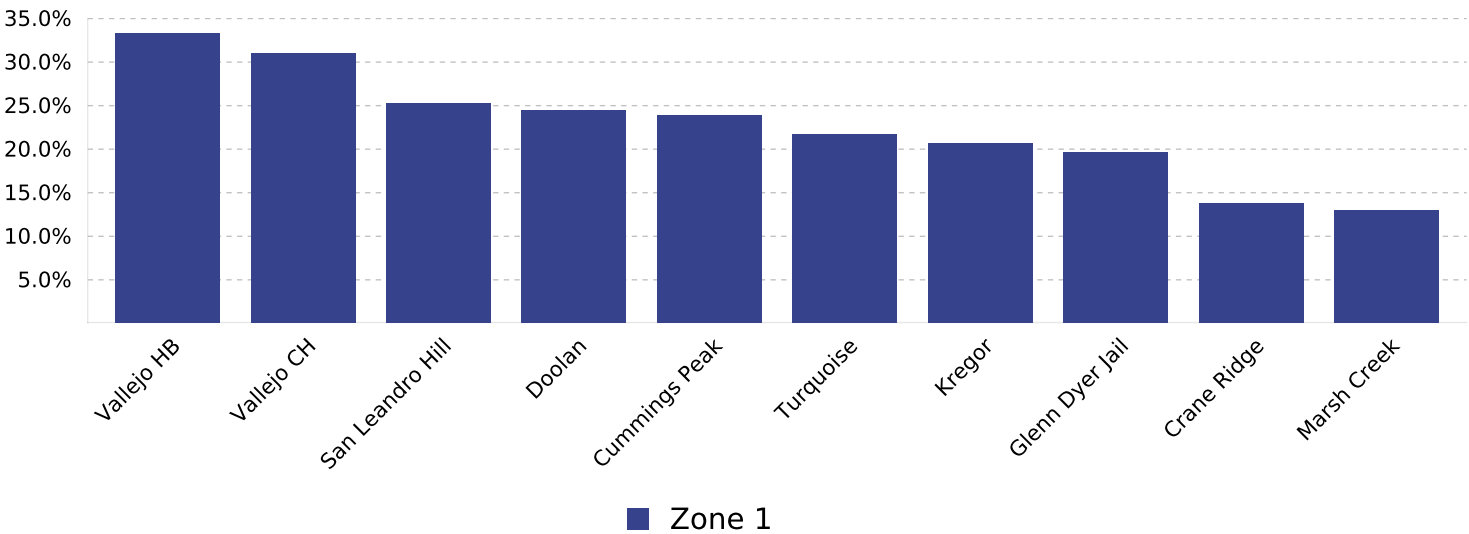
Site utilization level



System utilization over time



### Highest utilization by site



### System utilization by site

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

# System Utilization for CA East Bay RCS

Generated at: 07/28/2025 06:07 GMT-05:00

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

Time range

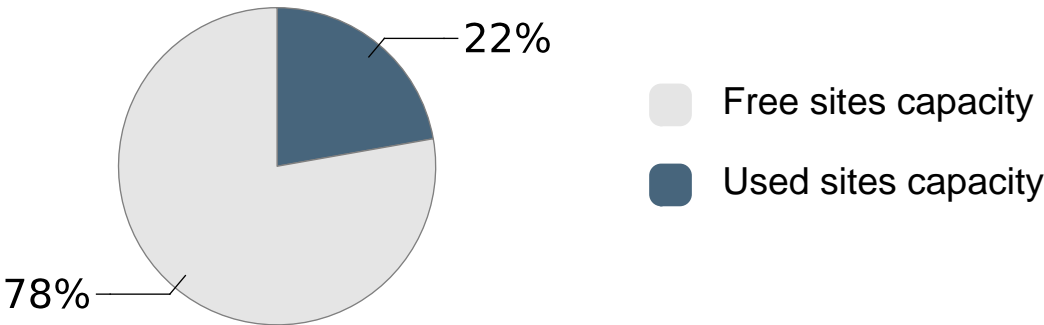
Context

07/20/2025 00:00 GMT-05:00

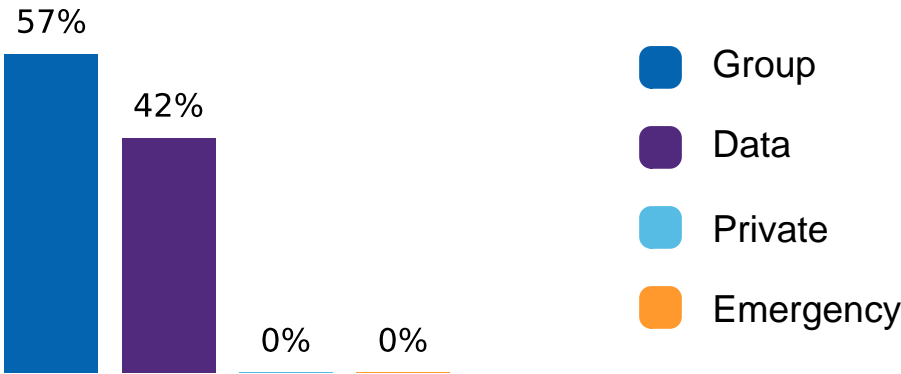
System

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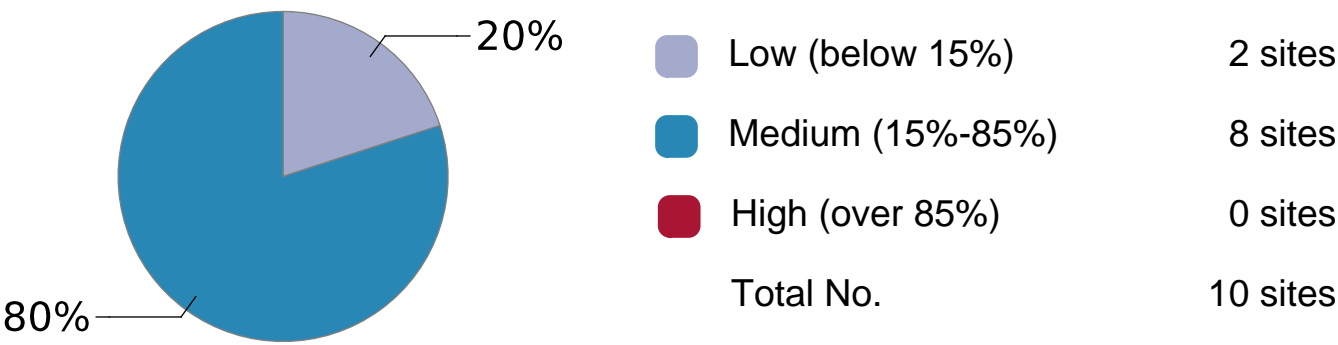
## Total utilization



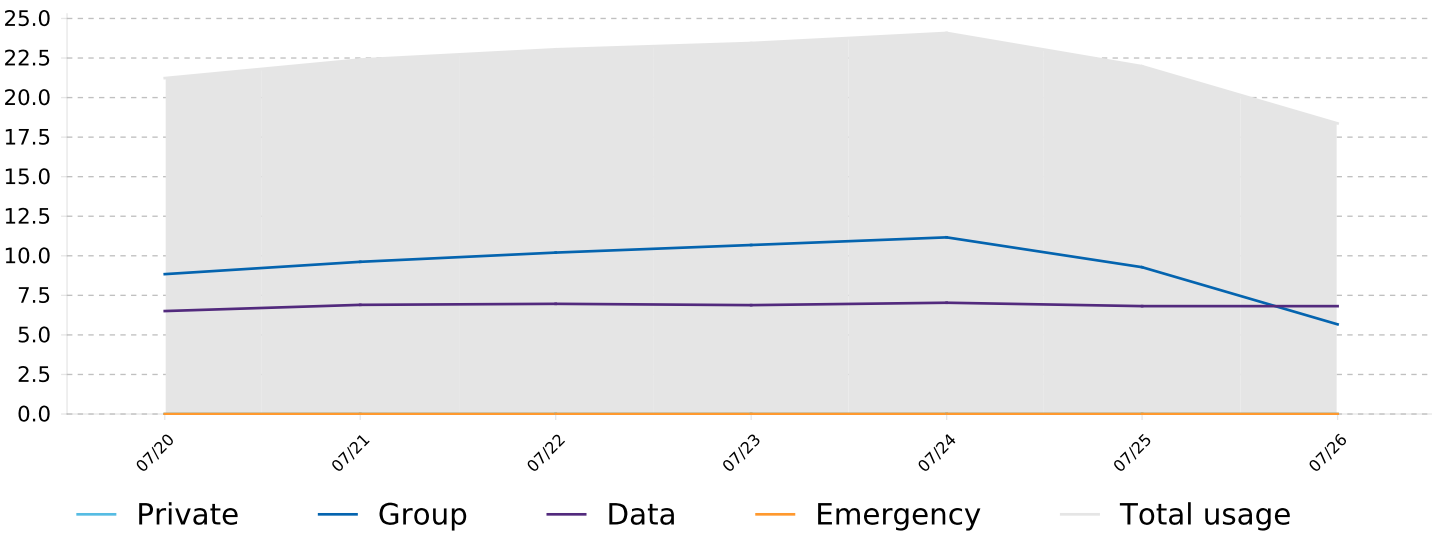
## Utilization by call



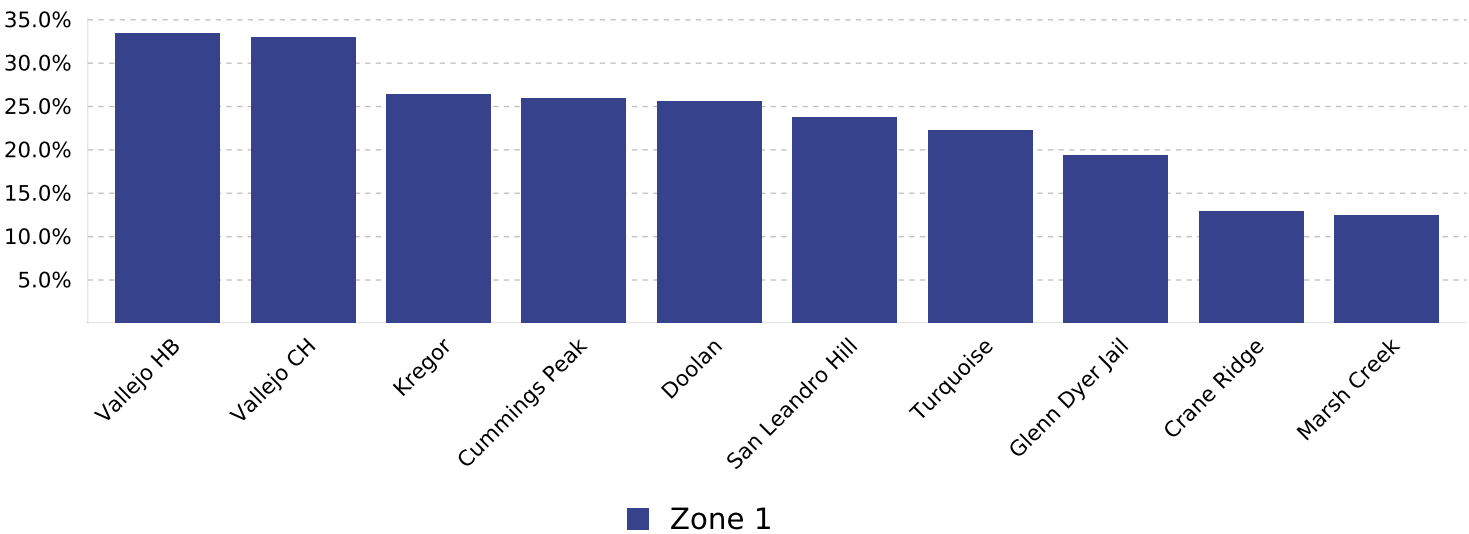
Site utilization level



System utilization over time

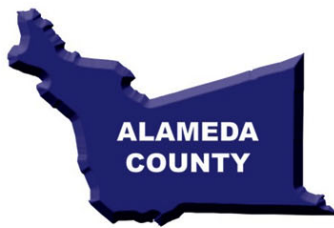


Highest utilization by site



System utilization by site

Site ID	Site alias	Zone ID	Available slots	Avg utilized slots	Total utilization %	by:	group calls	private calls	data calls	emergency calls
8	Marsh Creek	1	9	1.1	12 %		1.2	0	0.17	0.01
7	Crane Ridge	1	11	1.4	13 %		3	0	0.84	0
4	Glenn Dyer	1	35	6.8	19 %		11	0	5.7	0.01
3	Turquoise	1	19	4.2	22 %		9.2	0	7.9	0.01
1	San Leandro	1	23	5.5	24 %		11	0	8.6	0.01
2	Doolan	1	23	5.9	26 %		13	0	8.4	0.01
5	Cummings	1	23	6	26 %		13	0	8.4	0.01
6	Kregor	1	19	5	26 %		12	0	9.4	0.01
9	Vallejo CH	1	5	1.7	33 %		4.6	0	8.4	0.01
10	Vallejo HB	1	3	1	33 %		0.14	0	0.01	0



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### **AGENDA ITEM NO. 5**

#### **AGENDA STATEMENT OPERATIONS COMMITTEE MEETING DATE: AUGUST 15, 2025**

**TO:** Operations Committee  
East Bay Regional Communications System Authority (EBRCSA)

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

**SUBJECT:** Discuss Walton Lane Radio Shelter Purchase

#### **RECOMMENDATIONS:**

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

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

The East Bay Regional Communications System Authority (EBRCSA) is evaluating the purchase of a new radio shelter from Cell-Site Solutions (Cell-Site), a vendor recommended by CSI Telecommunications (CSI). CSI, a long-standing technical advisor to EBRCSA, has identified a unique opportunity to acquire a new, turn-key radio shelter at an estimated 12% discount. This shelter became available due to a consolidation between two cellular companies. Cell-Site and EBRCSA have been in conversations to purchase a shelter for Walton Lane for several months. Cell-Site requested a non-binding letter of intent to purchase the turn-key shelter in early May. The letter of intent is included as Attachment 1.

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

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

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

**Alameda County Office of Homeland Security and Emergency Services  
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Due to unforeseen delays in the Walton Lane project, Cell-Site will need to store the shelter for approximately 12-18 months, incurring an additional storage cost of \$8,000 bringing the total cost to \$228,402.63. Cell-Site estimates the shelter would sell at a non-discounted price of approximately \$260,000. The shelter was discounted in price due to the over-supply of units and the desire to off-load the excess inventory.

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

### **Alternative Purchase**

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

### **Operational Concerns**

While purchasing additional components separately will add to the overall expense and complexity it will allow the EBRCSA to maintain consistency in its infrastructure reducing the storage of replacement parts and training of staff to maintain the system. For example, the battery racks cannot accommodate the batteries currently used at other sites and the 48v power system will require the storage of additional spare parts to maintain the system. While other sites also have disparate equipment, the proposed shelter will create a requirement for an additional cache of parts.

### **Next Steps**

The Executive Director is seeking guidance from the Operations Committee on the general policy of radio sites having similar equipment to the greatest extent possible when new equipment is purchased.

### **Attachments**

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



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August 10, 2025

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

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

Dear Mr. Gallagher,

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

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

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

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

Sincerely,

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

David Swing  
Executive Director  
East Bay Regional Communications System Authority





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

**Quote**  
 #QUO-11781  
 4/26/2025

**CUSTOMER**

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

**LOCATION**

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

**TOTAL**

**\$220,402.63**

**Expires: 5/3/2025**

Expires	Project	Sales Rep	Partner	Shipping Method
5/3/2025		Andrew Gallagher		

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

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

Qty	Item	Rate	Amount
1	<p><b>Shelter 12x28</b>            Newly manufactured VFP 11'8"x28' concrete shelter</p> <p><b>Description: CSS Standard Package</b>            Exterior Renovation</p> <ul style="list-style-type: none"> <li>• Concrete sealant</li> <li>• New awning painted and placed inside shelter with installation hardware (Installed by others)</li> <li>• New polyvinyl roofing (10 years Material / 2 year workmanship limited warranty)</li> <li>• New exterior LED light with photo eye</li> <li>• New door hardware with pick guard</li> <li>• New keys (2) included in lockbox</li> <li>• All seams caulked</li> <li>• Shelter, Trim, Door and Awning body paint</li> </ul> <p>Interior Renovation</p> <ul style="list-style-type: none"> <li>• New (8) LED 4' surface lights</li> <li>• All walls/ceiling cleaned &amp; inspected</li> <li>• Ladder rack &amp; fiberduct per drawing</li> <li>• Commercial non-static vinyl floor (15 year warranty)</li> </ul> <p>Alarm Package</p> <ul style="list-style-type: none"> <li>• New 66 block</li> <li>• New door contact</li> <li>• New power fail relay</li> <li>• New high/low temp sensors</li> </ul> <p>Shelter Installation Kit</p> <ul style="list-style-type: none"> <li>• Tie-down plates and hardware (as needed)</li> </ul>	\$199,050.00	\$199,050.00



QUO-11781



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

Quote  
#QUO-11781  
4/26/2025

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



QUO-11781



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

Quote  
#QUO-11781  
4/26/2025

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

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

\*All quotes are subject to equipment availability.

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

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

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

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

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

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

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

## SALE AGREEMENT

THIS SALE AGREEMENT (this "Agreement") is made and entered into as of the date signed below by and between Cellsite Solutions, LLC, an Iowa limited liability company whose mailing address is 4150 C Street SW, Cedar Rapids, IA 52404 ("Seller"), and ("Buyer") as listed in above quote as "CUSTOMER".

## WITNESSETH:

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

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

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

### SECTION 1. TERMS OF SALE

1.1 Seller hereby sells, transfers and assigns the Materials to Buyer with warranty of title, free and clear of all liens or encumbrances, and performs any agreed upon Refurb Services and/or Civil Services for the total pricing as listed in above Quote, and unless otherwise stated above:

1.1.1 50% of quoted price upon Execution of this Agreement, plus any applicable tax;

1.1.2 remaining 50% of Refurb/HVAC Services including shelter price within ten (10) days after written notice (which may include email) from Seller that any Refurb Services are complete plus applicable sales tax; and

1.1.3 remaining 50% of Civil Services within ten (10) days after written notice (which may include email) from Seller that any Civil Services are complete plus applicable sales tax; and

1.1.4 any remaining balance plus applicable sales tax upon delivery of the Project or 60 days from the date of this Agreement, whichever comes first.



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

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

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

1.4 Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transactions between Seller and Buyer shall be paid by Buyer in addition to the Purchase Price. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

1.5 All returnable containers and lifting brackets used in connection with shipments of the Project are the property of Seller and are loaned to Buyer. Buyer shall use such containers and/or brackets only for reasonable storage and/or offloading of the Project originally delivered and shall return such containers and/or brackets in good condition when empty or offloading is complete. Buyer will pay return freight charges on such empty containers and/or brackets from points in the continental United States of America. If brackets are not returned within 30 days, buyer agrees to purchase brackets at \$475.00 per set of four brackets or each single container.

1.6 Unless otherwise provided in this Agreement, Buyer shall be responsible for the construction, assembly or installation and proper maintenance of the Project.

## SECTION 2. LIMITATION OF LIABILITY

2.1 Unless otherwise provided in this Agreement, Seller's liability with respect to the Project shall be limited to the warranty of title set forth in Paragraph 1.1 above and, with respect to any breaches of such warranty, shall be limited to the portion of the Purchase Price allocable to the Project that are the subject of the breach. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO THE PROJECT, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER AND HEREBY DISCLAIM ANY AND ALL SUCH DAMAGES. Without limiting the generality of the foregoing, each of Seller, its affiliates and its contractors specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

## SECTION 3. BUYER'S OBLIGATIONS CONCERNING THE PROJECT

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



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

#### SECTION 4. MISCELLANEOUS

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

4.2 This Agreement constitutes the entire agreement, superseding all prior oral or written negotiations, representations, understandings and agreements, between the parties on the subject matter hereof; and there are no conditions to this Agreement which are not expressed herein. No terms which may be contained in any of Buyer's purchase order, acknowledgment or other forms or correspondence, whether additional to or different from those in this Agreement, shall be of any force or effect with respect to the subject matter hereof.

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

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

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

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

4.7 In the event that Seller is required, or chooses, to enforce the terms of this Agreement in litigation, whether as plaintiff or defendant, Buyer shall reimburse Seller for its actual costs incurred in such enforcement, including, but not limited to, reasonable attorneys' fees and legal expenses. Any action arising out of or relating to this Agreement shall be determined exclusively by the Circuit Court for Linn County, Iowa or the U.S. District Court for the Northern District of Iowa and, in the event of an appeal or petition for review or certiorari, by the courts having jurisdiction to review the decisions of the courts specifically identified above. Buyer consents to in personam jurisdiction and to venue exclusively in said courts; and Buyer hereby appoints the Secretary of State of Iowa as its agent for service of process in Iowa.

4.8 This Agreement shall be governed by and construed in accordance with the laws, without reference to principles of conflicts of laws, of the State of Iowa.

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

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

Exact Shipping Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lats: \_\_\_\_\_ Longs: \_\_\_\_\_

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



QUO-11781



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

Quote  
#QUO-11781  
4/26/2025

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

CELLSITE SOLUTIONS, LLC  
("SELLER")

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

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

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

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

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

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

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

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

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



QUO-11781



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

**Quote**  
 #QUO-10104  
 2/5/2025

**CUSTOMER**

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

**LOCATION**

CSI Telecommunications, Inc.  
 Antioch CA 94509  
 United States

**TOTAL**

**\$135,882.63**

**Expires: 3/28/2025**

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

**Project Name 12x20 Package Bay Area Shelter - CSI Telecommunications**

12x20 Package Bay Area Shelter - CSI Telecommunications

Qty	Item	Rate	Amount
1	<p><b>Shelter 11.6x20</b>            Previously deployed concrete 11'6"x20' shelter, package includes all options below</p> <p><b>Description: CSS Standard Package</b>            Exterior Renovation</p> <ul style="list-style-type: none"> <li>• Concrete sealant</li> <li>• New awning painted and placed inside shelter with installation hardware (Installed by others)</li> <li>• Inspected for holes and sealed (as needed)</li> <li>• New polyvinyl roofing (10 years Material / 2 year workmanship limited warranty)</li> <li>• New exterior LED light with photo eye</li> <li>• New door hardware with pick guard</li> <li>• New keys (2) included in lockbox</li> <li>• All seams caulked</li> <li>• All entry ports capped</li> <li>• Shelter, Trim, Door and Awning body paint</li> </ul> <p>Interior Renovation</p> <ul style="list-style-type: none"> <li>• New (2-6) LED 4' surface lights</li> <li>• All walls/ceiling cleaned &amp; inspected</li> <li>• Ladder rack cleaned &amp; inspected</li> <li>• Electrostatic Discharge flooring with grounding strip for bonding to electrical service</li> </ul> <p>Alarm Package</p> <ul style="list-style-type: none"> <li>• New 66 block</li> <li>• New door contact</li> <li>• New power fail relay</li> <li>• New high/low temp sensors</li> </ul>	\$104,950.00	\$104,950.00



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Quote  
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Qty	Item	Rate	Amount
	Shelter Installation Kit		
	• Tie-down plates and hardware (as needed)		
	• Lifting Brackets		
	• Touch up paint for shelter/trim/HVAC		
	• Door lock for secure travel during shipping		
	• Concrete patch		
	• Extra caulk for awning/etc.		
	Power Distribution		
	• New EEE ILA including MTS, ATS, service panel, and surge from customer spec		
	• New outlets, switch, and GFCI (replace as needed)		
	• New LED exit/emergency light		
	• New line voltage smoke detector with relay switch		
	• Inspection of all wires (replace as needed)		
	HVAC Units & Controller		
	• New HVAC 5 ton unit(s) (1 year manufacture warranty)		
	• New lead lag controller		
	• Includes 5 KW heat strip		
	• Includes wall curbs (as needed)		
	Grounding System		
	• Internal basic grounding halo		
	• (1) Internal master grounding bar		
	Safety Kit		
	• First aid kit, Eye wash, Fire extinguisher		
1	<b>Crane Upload</b> Crane Upload	\$950.00	\$950.00
1	<b>Shipping - Common Carrier</b> Shipping of Shelter to within 25 miles of Antioch, CA zip	\$19,750.00	\$19,750.00

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

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



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

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

\*All quotes are subject to equipment availability.

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

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

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

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## SALE AGREEMENT

THIS SALE AGREEMENT (this "Agreement") is made and entered into as of the date signed below by and between Cellsite Solutions, LLC, an Iowa limited liability company whose mailing address is 4150 C Street SW, Cedar Rapids, IA 52404 ("Seller"), and ("Buyer") as listed in above quote as "CUSTOMER".

## WITNESSETH:

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

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

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

### SECTION 1. TERMS OF SALE

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



QUO-10104



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Quote  
#QUO-10104  
2/5/2025

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

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

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

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

1.4 Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transactions between Seller and Buyer shall be paid by Buyer in addition to the Purchase Price. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

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## SECTION 2. LIMITATION OF LIABILITY

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QUO-10104



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4150 C Street SW  
Cedar Rapids IA 52404  
United States

Quote  
#QUO-10104  
2/5/2025

Purchase Price allocable to the Project that are the subject of the breach. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO THE PROJECT, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. NONE OF SELLER, ITS AFFILIATES AND ITS CONTRACTORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER AND HEREBY DISCLAIM ANY AND ALL SUCH DAMAGES. Without limiting the generality of the foregoing, each of Seller, its affiliates and its contractors specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

### SECTION 3. BUYER'S OBLIGATIONS CONCERNING THE PROJECT

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

### SECTION 4. MISCELLANEOUS

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

4.2 This Agreement constitutes the entire agreement, superseding all prior oral or written negotiations, representations, understandings and agreements, between the parties on the subject matter hereof; and there are no conditions to this Agreement which are not expressed herein. No terms which may be contained in any of Buyer's purchase order, acknowledgment or other forms or correspondence, whether additional to or different from those in this Agreement, shall be of any force or effect with respect to the subject matter hereof.

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

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

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

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

4.7 In the event that Seller is required, or chooses, to enforce the terms of this Agreement in litigation, whether as plaintiff or defendant, Buyer shall reimburse Seller for its actual costs incurred in such enforcement, including, but not limited to, reasonable attorneys' fees and legal expenses. Any action arising out of or relating to this Agreement shall be determined exclusively by the Circuit Court for Linn County, Iowa or the U.S. District Court for the Northern District of Iowa and, in the event of an appeal or petition for review or certiorari, by the courts having jurisdiction to review the decisions of the courts specifically identified above. Buyer consents to in personam jurisdiction and to venue exclusively in said courts; and Buyer hereby appoints the Secretary of State of Iowa as its agent for service of process in Iowa.

4.8 This Agreement shall be governed by and construed in accordance with the laws, without reference to principles of conflicts of laws, of the State of Iowa.

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

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

Exact Shipping Address:



QUO-10104



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

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2/5/2025

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lats: \_\_\_\_\_ Longs: \_\_\_\_\_

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. \_\_\_\_\_



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