



City of San Leandro

Meeting Date: June 18, 2018

Staff Report

File Number: 18-296

Agenda Section: ACTION ITEMS

Agenda Number: 10.A.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Jeff Kay
Assistant City Manager

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution of the City of San Leandro City Council to Approve a Consulting Services Agreement with SmartWAVE Technologies for a Public Wi-Fi Expansion Project to Downtown and City Parks and for a Resolution to Approve a License Agreement with the County of Alameda for Use of County-Owned Communications Facilities

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve two resolutions that authorize the City Manager to execute the following: A Consulting Services Agreement between the City of San Leandro and SmartWAVE Technologies to expand the City's Public Wi-Fi System to City Parks and throughout the Downtown Area and a License Agreement with the County of Alameda to utilize Communications Facilities for the Wi-Fi network. The total cost of the Wi-Fi Expansion project is not to exceed \$100,000.00 and the annual cost for the License Agreement with the County of Alameda shall begin at \$6,668.00 and increase by 4% per year.

BACKGROUND

The City of San Leandro has invested in building a Public Wi-Fi network that covers the Downtown core, Casa Peralta and Museum area, Community Centers, Libraries, and City Facilities. In the 2017-18 Capital Improvements Program budget, the City Council authorized funds to expand the Public Wi-Fi network to City Parks and additional areas Downtown.

Analysis

In 2015, the City of San Leandro entered into an agreement with SmartWAVE Technologies to deploy a high speed Public Wi-Fi system in the City's downtown core. The system covered a four-block radius throughout the Pelton Plaza, Village development, and the surrounding streets and areas. It utilizes the Lit San Leandro fiber optic network to provide connectivity and high-speed Internet service.

Building on the success of this project, in 2016 the City expanded Wi-Fi service to the Senior Community Center and Casa Peralta and San Leandro History Museum area. Then in 2017, the City Council authorized further expansion to replace existing and outdated Wi-Fi systems at City facilities, including the Civic Center (City Hall and the Police Department), Public Works Service Center, and the Water Pollution Control Plant, using the same platform that powers the Downtown deployment. This process was part of a broader effort to unify all of the City facilities onto a comprehensive gigabit Wi-Fi platform.

As part of the adopted FY 2017-18 Capital Projects Fund, the City Council appropriated funding to expand the Public Wi-Fi network to City Parks and further into Downtown areas.

For Downtown expansion, Staff identified several optimal locations, including Joaquin Plaza, to complement the “Chime Way” musical installation, and Washington Plaza, where the City Fountain and outdoor public seating and table areas are located. This location will also cover the area surrounding the potential future landmark sign that is envisioned to be installed near the Davis Street and East 14th Street intersection.

For City Parks, staff worked extensively to identify locations where Public Wi-Fi could be expanded that would provide maximum public benefits. Related analysis included identifying parks that were regularly used and accessed frequently by the public, and which could also be retrofitted with the necessary technology in the most cost-effective manner possible. During this period of field work, it was determined that a Communications Facility (i.e., a Tower) owned by the County of Alameda in the unincorporated portion of the San Leandro Hills was the ideal location to deploy high speed millimeter wave wireless connectivity, which would serve as an alternative to fiber optics backhaul. This design significantly reduced costs as fiber optics build-outs would not be required to reach City Parks that have direct line-of-sight visibility to the County Tower. Though not as fast as fiber, millimeter wave wireless backhaul can still provide very high-speed broadband connections.

Based on this analysis, Staff recommends deploying Public Wi-Fi at seven City Parks:

- Floresta Park
- Halcyon Park
- Marina Park
- Memorial Park
- Siempre Verde Park
- Stenzel Park
- Toyon Park

In addition to the above work, point-to-point links will be installed to create a connection to City Hall. These links may be utilized in the future for additional expansion to areas not serviceable by the City’s Fiber Optics network. The proposed Ten-Year License Agreement with the County of Alameda starts at a rate of \$6,668.00 per year, and increases 4% per year. Staff recommends that the City Council approve a resolution authorizing the City Manager to execute the License Agreement with the County of Alameda.

In addition, Staff recommends City Council approve a resolution authorizing the City Manager to execute the Consulting Services Agreement with SmartWAVE Technologies to procure and install the Wi-Fi expansion to the areas described above in an amount not to exceed \$100,000.

Previous City Council Actions

- Resolution 2015-066, March 16, 2015 City Council approved an Agreement with Pelton Plaza Owners in the Amount of \$37,974 for a Broadband Expansion Agreement; and an Agreement with SmartWAVE Technologies in the Amount of \$30,416 for the Free, Public Wireless Network in Downtown San Leandro.
- Resolution 2017-017, February 2, 2017 City Council approved a Consulting Services Agreement with SmartWAVE Technologies, LLC to Replace and Expand the Wireless Network at City Facilities (in an Amount Not to Exceed \$80,000)
- Resolution 2017-132, September 18, 2017 City Council approved a Budget Amendment to the City's Fiscal Year 2016-17 and 2017-18 General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Capital Projects Funds, and Agency Funds Budget

Legal Analysis

The City Attorney's Office reviewed and approved as to form the Consulting Services Agreement with SmartWAVE Technologies and the License Agreement with the County of Alameda.

Fiscal Impacts

The total cost of the Consulting Services Agreement is not to exceed \$100,000. This is presently budgeted in the Capital Projects Fund, account # 210-62-127 for fiscal year 2017-18.

The Ten-Year License Agreement with the County of Alameda is to be paid from the 2017-18 Information Technology Operating Budget, account # 688-13-001; the first year payment is \$6,668.00.

Budget Authority

The 2017-18 Adopted Budget includes funding for this project in the Capital Projects Fund, account # 210-62-127 and there are available funds in the 2017-18 Information Technology Fund operating budget account # 688-13-001 to accommodate the first year of the license agreement with the County of Alameda.

PREPARED BY: Tony Batalla, Information Technology Manager, City Manager's Office

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City of San Leandro

Meeting Date: June 18, 2018

Resolution - Council

File Number: 18-297

Agenda Section: ACTION ITEMS

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Jeff Kay
Assistant City Manager

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Approving a Consulting Services Agreement with SmartWAVE Technologies to Expand Public Wi-Fi to City Parks and Downtown Areas (in an amount not to exceed \$100,000.00)

WHEREAS, an agreement between the City of San Leandro and SmartWAVE Technologies has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said agreement with SmartWAVE Technologies, LLC in an amount not to exceed \$100,000.00 is hereby approved and execution by the City Manager is hereby authorized; and

That the amount of \$100,000.00 in the 2017-18 Capital Projects Fund Budget (Account # 210-62-127) is hereby authorized to spend per said agreement.

Attachment(s) to Resolution

- Consulting Services Agreement with SmartWAVE Technologies for Public Wi-Fi Expansion in City Parks and Downtown Areas.

PREPARED BY: Tony Batalla, Information Technology Manager, City Manager's Office

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
SMARTWAVE TECHNOLOGIES
FOR
PUBLIC WI-FI EXPANSION IN PUBLIC PARKS & DOWNTOWN

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and SmartWAVE Technologies, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of June 18, 2018 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2018 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.
- 1.6 **Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work,

as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$100,000.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the

hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and shall not exceed \$0.00. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

- 4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for

any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000.00 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Errors and Omissions Insurance.

4.3.1 General Requirements.

Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement errors and omissions liability insurance for performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 4.4.4 Wasting Policies. No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.
- 4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the

California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration. This Agreement shall be administered by Anton Batalla ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.10 Notices. Any written notice to Consultant shall be sent to:
Al Brown, President/CEO
SmartWAVE Technologies
2662 Holcomb Bridge Road, Suite 340
Alpharetta, GA 30022
Al.brown@smartwave.us

Any written notice to City shall be sent to:
City of San Leandro
Information Technology Division c/o Tony Batalla
835 E 14th St
San Leandro, CA 94577
tbatalla@sanleandro.org

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

- 10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification [NOTE TO STAFF: USE VERSION 1 OR 2]

- 10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

- 10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for

one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

[NAME OF CONSULTANT]

Chris Zapata, City Manager

Al Brown, President/CEO

Attest:

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

☐ Form 700 Not Required

☐ Form 700 Required

[Name, Title of Department Head]

EXHIBIT A
SCOPE OF SERVICES

A. Installation Plan

SmartWave will perform the following Services:

- Review project requirements associated with the implementation of a Point to Point, Point to Multipoint, and WiFi networks to extend Internet access as follows:
 - o City Hall Point to Point Link
 - o Floresta Park
 - o Fountain Plaza
 - o Halcyon Park
 - o Joaquin Plaza
 - o Marina Park
 - o Memorial Park
 - o Siempre Verde Park
 - o Stenzel Park
 - o Toyon Park
- Develop propagation maps identifying proposed node placements and expected coverage and capacity
- Perform an Active Site Survey for the wireless network in each area
- Develop a network architecture to include wired and wireless components
- Work with the City to develop capacity metrics and finalize configuration of access points
- Modify design and review with the project stakeholders identifying issues, gaps in coverage and expectations
- Provide all wireless network equipment
- Configure, install, and test all equipment listed in the bill of materials for each location
- Installation, integration of all components and commissioning of the entire network
- Installation, configuration and integration of WiFi devices into the SmartWAVE cloud controller platform
- Installation, configuration and integration of the Bay Area Secure access solution for each of the WiFi Access Points listed
- Identify a suitable method of mounting, routing and attachment for both power and cable to each radio location.
- Install all outdoor grade cable as required to support the various radio locations

- Execute test plan for wireless network
- Document the final implementation
 - Logical and physical diagrams
 - Design document
 - Produce test results for wireless coverage
- Transition network to operation support

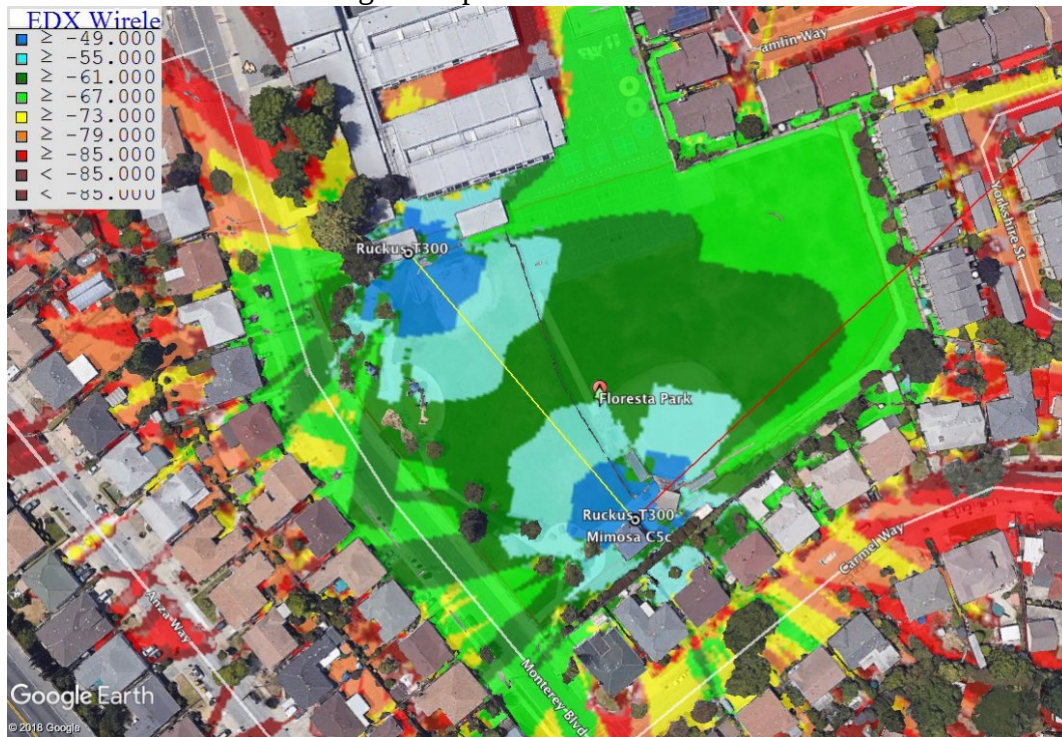
B. Location Design Summary, Predictive Coverage and AP Placement

City Hall Point to Point Link

This design consists of a Point to Point Link from the County Tower to the rooftop of City Hall. A non-penetrating SLED mount will be installed on the roof to secure the radio. A switch will be installed at the Tower location to provide connectivity between the radio to City Hall, and other Base Station radios to be installed as part of this project.

Floresta Park

This design consists of a Base Station installed the County Tower providing connectivity to a CPE installed on a Park building. The CPE will connect to a WiFi radio on the same building and extend coverage throughout the park via mesh connectivity to 1 additional WiFi radio installed on another building in the park.



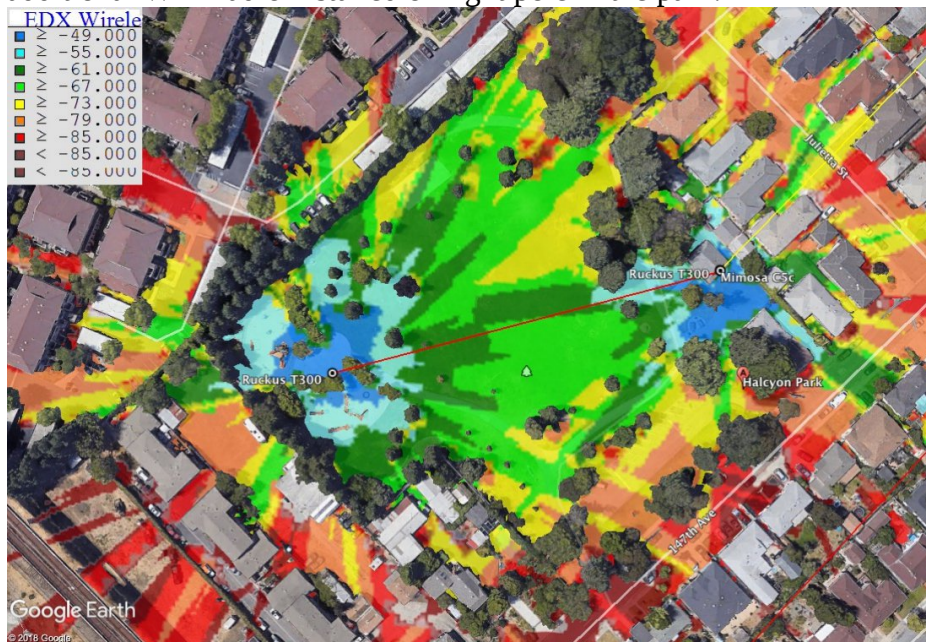
Fountain Plaza

This design consists of a WiFi radio with an internal 120-deg antenna installed on the Parking Garage across the street. This radio will mesh to a WiFi radio with an internal Omni directional antenna mounted on a light pole located in the Plaza.



Halcyon Park

This design consists of a CPE installed on a building in the park that connects to a Base Station sector located on the Tower (Installed for Floresta Park). The CPE will connect to a WiFi radio on the same building and extend coverage throughout the park via mesh connectivity to 1 additional WiFi radio installed on light pole in the park.



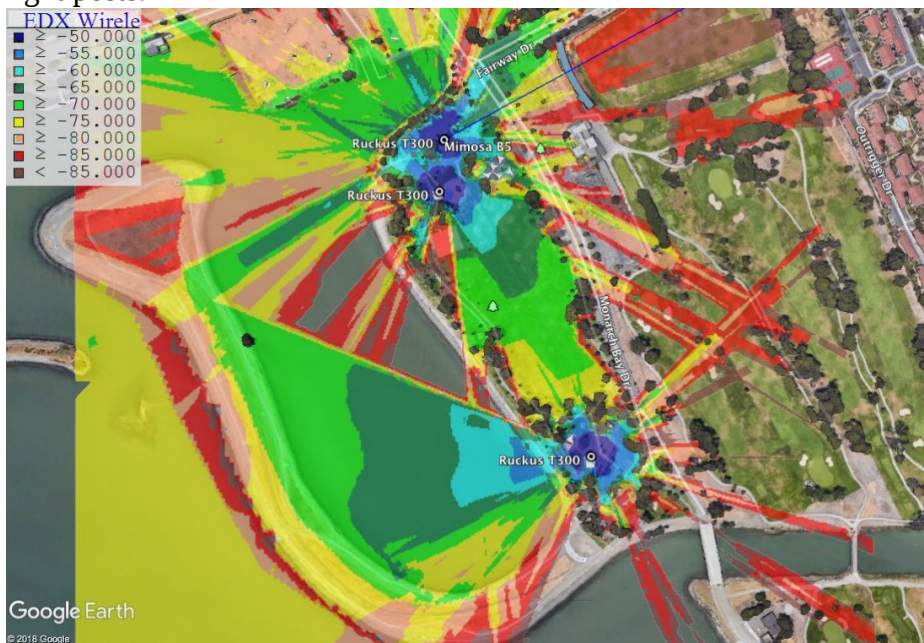
Joaquin Plaza

This design consists of a WiFi radio installed on a Street light in the parking lot that meshes to an existing WiFi radio located on the Pelton Plaza sign. The new WiFi radio will mesh to another radio in Joaquin Plaza that will be installed on a light pole located in the Plaza.



Marina Park

This design consists of a Point to Point Link from the County Tower to a Park Building, connected to a WiFi radio on the same building, extended coverage throughout the park via mesh connectivity to 2 additional WiFi radios installed throughout the park on other buildings and light posts.



Memorial Park

This design consists of a WiFi radio installed on the traffic signal arm at the intersection. A Cat6 cable will be installed between the radio and the traffic control cabinet, where it will connect to an existing City switch. This WiFi radio with a 120-deg internal antenna will mesh to another WiFi radio with an internal Omni directional antenna mounted on a light pole located in the Plaza.



Siempre Verde Park

This design consists of a Base Station installed the County Tower providing connectivity to a CPE installed on light pole in the Park, that is connected to a WiFi radio on the light pole via a network switch installed on the light pole.



Stenzel Park

This design consists of a WiFi radio with an internal 120-deg antenna installed on non-penetrating SLED mount on the roof of the Library across the street. This WiFi radio will mesh to a WiFi radio with internal Omni directional antenna mounted on a light pole in the playground on the east end of the Park. This WiFi radio will extend coverage throughout the park via Mesh to another WiFi radio with internal Omni directional antenna installed at the west end of the park.



Toyon Park

This design consists of a CPE installed on a light pole in the park that connects to a Base Station sector located on the Tower (Installed for Floresta Park). The CPE will connect to a WiFi radio on the same light pole via a switch installed on the pole. The WiFi radio will extend coverage throughout the park via mesh connectivity to 1 additional WiFi radio installed on a building in the park.

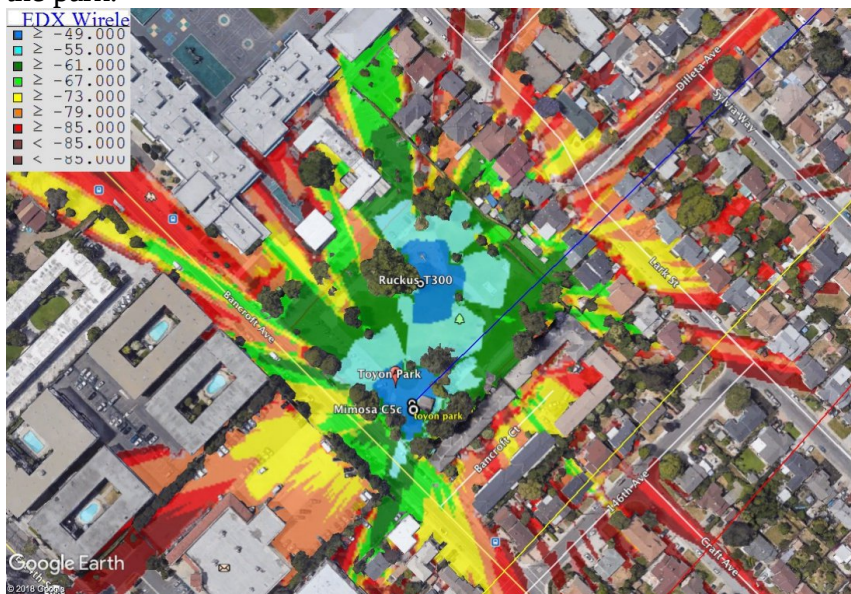


EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

This section provides the pricing summary for implementation at all of the Park locations, along with the specific bill of materials and pricing for each Park.

Project Pricing Summary

Park/Project Name	Materials	Labor	Support	Sales Tax	Total
City Hall PTP Link	\$ 3,240.00	\$ 4,100.00	\$ 540.00	\$ 291.60	\$ 8,171.60
Floresta Park	\$ 5,487.00	\$ 5,160.00	\$ 1,770.00	\$ 493.83	\$ 12,910.83
Fountain Plaza	\$ 2,055.50	\$ 3,060.00	\$ 1,230.00	\$ 185.00	\$ 6,530.50
Halcyon Park	\$ 3,724.00	\$ 3,630.00	\$ 1,230.00	\$ 335.16	\$ 8,919.16
Joaquin Plaza	\$ 2,810.00	\$ 3,440.00	\$ 1,230.00	\$ 252.90	\$ 7,732.90
Marina Park	\$ 6,605.50	\$ 7,040.00	\$ 2,385.00	\$ 594.50	\$ 16,625.00
Memorial Park	\$ 2,962.00	\$ 3,440.00	\$ 1,230.00	\$ 266.58	\$ 7,898.58
Siempre Verde Park	\$ 3,910.50	\$ 4,780.00	\$ 1,155.00	\$ 351.95	\$ 10,197.45
Stenzel Park	\$ 4,816.00	\$ 3,700.00	\$ 1,845.00	\$ 433.49	\$ 10,794.49
Toyon Park	\$ 3,724.00	\$ 3,630.00	\$ 1,230.00	\$ 335.16	\$ 8,919.16
Totals	\$ 39,334.50	\$ 41,980.00	\$ 13,845.00	\$ 3,540.17	\$ 98,699.67

City Hall Point to Point Link

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
5GHz 1 Gbps PtP backhaul	B5	2 ea	\$654.00	\$1,308.00
Pole/Mast Mounting Materials	SWPOLEMNT	1 ea	\$90.00	\$90.00
Non-penetrating SLED Mount, 8ft Mast, Protective Mat	SWSLED8FT	1 ea	\$90.00	\$90.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	2 ea	\$78.00	\$156.00
48V 24W Gigabit Passive PoE Injector	TP-POE-48G	1 ea	\$36.00	\$36.00
ICX 7150 Compact Switch, 12x 10/100/1000 PoE+ ports, 2x1G RJ45 uplink-ports, 2x 1G SFP uplink, 124W PoE budget, basic L3	ICX7150-C12P-2X1G	1 ea	\$700.00	\$700.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	2 ea	\$150.00	\$300.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$560.00	\$560.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	16 hr	\$145.00	\$2,320.00
RF Network Technician	SWTECH	16 hr	\$95.00	\$1,520.00
Bucket Truck, Misc Expenses	SWEXP	0 LT	\$0.00	\$0.00
Support Services				
Post installation support to include Cloud Licenses, monitoring, optimization, reporting and truck roll – Outdoor AP or Radio - 1 YR	SWSPT1-OD	1 ea	\$540.00	\$540.00
PRICING				
			Materials/Equip	\$3,240.00
			Installation Services	\$4,100.00
			Support Services	\$540.00
			Tax (9.0%)	\$291.60
			GRAND TOTAL	\$8,171.60

Floresta Park

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
5GHz 1 Gbps+ 4x4 MU-MIMO AP	A5c	1 ea	\$638.00	\$638.00
5GHz Symmetrical Horn Carrier Class 30°	SH-CC-5-30	2 ea	\$215.00	\$430.00
N Male to N Male 4' coax cable	CA400-NM-NM-4	4 ea	\$12.00	\$48.00
5GHz Client Device, Connectorized, C5c	C5c	1 ea	\$136.00	\$136.00
5GHz Dish 30dBi 2x2	SWRD-5G30	1 ea	\$156.00	\$156.00
N Male to RP-SMA Jumper Cable 3Ft	CA400-NM-RSMA-3	2 ea	\$11.00	\$22.00
Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port.	901-T310-US40	1 ea	\$906.50	\$906.50
Ruckus T310s, 120x30 deg, Outdoor 802.11ac Wave 2 2x2:2, 120 degree sector, dual band concurrent access point. One ethernet port, PoE input, DC input and USB port	901-T310-US51	1 ea	\$1,046.50	\$1,046.50
Pole/Mast Mounting Materials	SWPOLEMNT	4 ea	\$90.00	\$360.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	4 ea	\$78.00	\$312.00
5 Port Gigabit 48VDC PoE Switch	SW5GNC-OUT48	1 ea	\$276.00	\$276.00
48V 24W Gigabit Passive PoE Injector	TP-POE-48G	1 ea	\$36.00	\$36.00
Power over Ethernet (PoE) Injector (10/100/1000 Mbps)	902-0180-US00	1 ea	\$70.00	\$70.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	4 ea	\$150.00	\$600.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$450.00	\$450.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	12 hr	\$145.00	\$1,740.00
RF Network Technician	SWTECH	28 hr	\$95.00	\$2,660.00
Bucket Truck, Misc Expenses	SWEXP	1 LT	\$500.00	\$500.00
Support Services				
optimization, reporting and truck roll – Outdoor AP or Radio - 1 Year	SWSPPT1-OD	3 ea	\$540.00	\$1,620.00
Cloud based WiFi Onboarding Service for JVSF Public Facing APs – Per Year – Per AP	SWBAYAREAWIFI	2 ea	\$75.00	\$150.00
PRICING				
			Materials/Equip	\$5,487.00
			Installation Services	\$5,160.00
			Support Services	\$1,770.00
			Tax (9.0%)	\$493.83
			GRAND TOTAL	\$12,910.83

Fountain Plaza

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port.	901-T310-US40	1 ea	\$906.50	\$906.50
Ruckus T310s, 120x30 deg, Outdoor 802.11ac Wave 2 2x2:2, 120 degree sector, dual band concurrent access point. One ethernet port, PoE input, DC input and USB port.	901-T310-US51	1 ea	\$1,046.50	\$1,046.50
Pole/Mast Mounting Materials	SWPOLEMNT	2 ea	\$90.00	\$180.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	2 ea	\$78.00	\$156.00
Power over Ethernet (PoE) Injector (10/100/1000 Mbps)	902-0180-US00	2 ea	\$70.00	\$140.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	2 ea	\$150.00	\$300.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$233.00	\$233.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	8 hr	\$145.00	\$1,160.00
RF Network Technician	SWTECH	12 hr	\$95.00	\$1,140.00
Bucket Truck, Misc Expenses	SWEXP	1 LT	\$500.00	\$500.00
Support Services				
optimization, reporting and truck roll – Outdoor AP or Radio - 1 Year	SWSPPT1-OD	2 ea	\$540.00	\$1,080.00
Cloud based WiFi Onboarding Service for JVSJ Public Facing APs – Per Year – Per AP	SWBAYAREAWIFI	2 ea	\$75.00	\$150.00
PRICING				
			Materials/Equip	\$2,055.50
			Installation Services	\$3,060.00
			Support Services	\$1,230.00
			Tax (9.0%)	\$185.00
			GRAND TOTAL	\$6,530.50

Halcyon Park

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
5GHz Client Device, Connectorized, C5c	C5c	1 ea	\$136.00	\$136.00
5GHz Dish 30dBi 2x2	SWRD-5G30	1 ea	\$156.00	\$156.00
N Male to RP-SMA Jumper Cable 3Ft	CA400-NM-RSMA-3	2 ea	\$11.00	\$22.00
Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port.	901-T310-US40	2 ea	\$906.50	\$1,813.00
Pole/Mast Mounting Materials	SWPOLEMNT	3 ea	\$90.00	\$270.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	3 ea	\$78.00	\$234.00
5 Port Gigabit 48VDC PoE Switch	SW5GNC-OUT48	1 ea	\$276.00	\$276.00
Power over Ethernet (PoE) Injector (10/100/1000 Mbps)	902-0180-US00	1 ea	\$70.00	\$70.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	3 ea	\$150.00	\$450.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$297.00	\$297.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	8 hr	\$145.00	\$1,160.00
RF Network Technician	SWTECH	18 hr	\$95.00	\$1,710.00
Bucket Truck, Misc Expenses	SWEXP	1 LT	\$500.00	\$500.00
Support Services				
optimization, reporting and truck roll – Outdoor AP or Radio - 1 Year	SWSPPT1-OD	2 ea	\$540.00	\$1,080.00
Cloud based WiFi Onboarding Service for JVSJ Public Facing APs – Per Year – Per AP	SWBAYAREAWIFI	2 ea	\$75.00	\$150.00
PRICING				
			Materials/Equip	\$3,724.00
			Installation Services	\$3,630.00
			Support Services	\$1,230.00
			Tax (9.0%)	\$335.16
			GRAND TOTAL	\$8,919.16

Joaquin Plaza

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port.	901-T310-US40	2 ea	\$906.50	\$1,813.00
Pole/Mast Mounting Materials	SWPOLEMNT	2 ea	\$90.00	\$180.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	2 ea	\$78.00	\$156.00
Power over Ethernet (PoE) Injector (10/100/1000 Mbps)	902-0180-US00	2 ea	\$70.00	\$140.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	2 ea	\$150.00	\$300.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$221.00	\$221.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	8 hr	\$145.00	\$1,160.00
RF Network Technician	SWTECH	16 hr	\$95.00	\$1,520.00
Bucket Truck, Misc Expenses	SWEXP	1 LT	\$500.00	\$500.00
Support Services				
optimization, reporting and truck roll – Outdoor AP or Radio - 1 Year	SWSPPT1-OD	2 ea	\$540.00	\$1,080.00
Cloud based WiFi Onboarding Service for JVSF Public Facing APs – Per Year – Per AP	SWBAYAREAWIFI	2 ea	\$75.00	\$150.00
PRICING				
			Materials/Equip	\$2,810.00
			Installation Services	\$3,440.00
			Support Services	\$1,230.00
			Tax (9.0%)	\$252.90
			GRAND TOTAL	\$7,732.90

Marina Park

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
5GHz 1 Gbps PtP backhaul	B5	2 ea	\$654.00	\$1,308.00
Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port.	901-T310-US40	3 ea	\$906.50	\$2,719.50
Pole/Mast Mounting Materials	SWPOLEMNT	5 ea	\$90.00	\$450.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	5 ea	\$78.00	\$390.00
5 Port Gigabit 48VDC PoE Switch	SW5GNC-OUT48	1 ea	\$276.00	\$276.00
48V 24W Gigabit Passive PoE Injector	TP-POE-48G	1 ea	\$36.00	\$36.00
Power over Ethernet (PoE) Injector (10/100/1000 Mbps)	902-0180-US00	2 ea	\$70.00	\$140.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	5 ea	\$150.00	\$750.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$536.00	\$536.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	12 hr	\$145.00	\$1,740.00
RF Network Technician	SWTECH	32 hr	\$95.00	\$3,040.00
Bucket Truck, Misc Expenses	SWEXP	2 LT	\$1,000.00	\$2,000.00
Support Services				
optimization, reporting and truck roll – Outdoor AP or Radio - 1 Year	SWSPPT1-OD	4 ea	\$540.00	\$2,160.00
Cloud based WiFi Onboarding Service for JVSF Public Facing APs – Per Year – Per AP	SWBAYAREAWIFI	3 ea	\$75.00	\$225.00
PRICING				
			Materials/Equip	\$6,605.50
			Installation Services	\$7,040.00
			Support Services	\$2,385.00
			Tax (9.0%)	\$594.50
			GRAND TOTAL	\$16,625.00

Memorial Park

[illegible]

Siempre Verde Park

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
5GHz 1 Gbps+ 4x4 MU-MIMO AP	A5c	1 ea	\$638.00	\$638.00
5GHz Symmetrical Horn Carrier Class 30°	SH-CC-5-30	2 ea	\$215.00	\$430.00
N Male to N Male 4' coax cable	CA400-NM-NM-4	4 ea	\$12.00	\$48.00
5GHz Client Device, Connectorized, C5c	C5c	1 ea	\$136.00	\$136.00
ARC Dual Pol Panel Antenna 5.8GHz, 23dBi	ARC-PD5823B88	1 ea	\$138.00	\$138.00
N Male to RP-SMA Jumper Cable 3Ft	CA400-NM-RSMA-3	2 ea	\$11.00	\$22.00
Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port.	901-T310-US40	1 ea	\$906.50	\$906.50
Pole/Mast Mounting Materials	SWPOLEMNT	3 ea	\$90.00	\$270.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	3 ea	\$78.00	\$234.00
5 Port Gigabit 48VDC PoE Switch	SW5GNC-OUT48	1 ea	\$276.00	\$276.00
48V 24W Gigabit Passive PoE Injector	TP-POE-48G	1 ea	\$36.00	\$36.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	3 ea	\$150.00	\$450.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$326.00	\$326.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	12 hr	\$145.00	\$1,740.00
RF Network Technician	SWTECH	24 hr	\$95.00	\$2,280.00
Bucket Truck, Misc Expenses	SWEXP	1 LT	\$500.00	\$500.00
Support Services				
optimization, reporting and truck roll – Outdoor AP or Radio - 1 Year	SWSPPT1-OD	2 ea	\$540.00	\$1,080.00
Cloud based WiFi Onboarding Service for JVSF Public Facing APs – Per Year – Per AP	SWBAYAREAWIFI	1 ea	\$75.00	\$75.00
PRICING				
			Materials/Equip	\$3,910.50
			Installation Services	\$4,780.00
			Support Services	\$1,155.00
			Tax (9.0%)	\$351.95
			GRAND TOTAL	\$10,197.45

[illegible]

Toyon Park

<u>MATERIAL / EQUIPMENT DESCRIPTION</u>	<u>MANF. PART #</u>	<u>QUANTITY</u>	<u>Unit Discounted Price</u>	<u>Extended Price with Discount</u>
Network Equipment				
5GHz Client Device, Connectorized, C5c	C5c	1 ea	\$136.00	\$136.00
5GHz Dish 30dBi 2x2	SWRD-5G30	1 ea	\$156.00	\$156.00
N Male to RP-SMA Jumper Cable 3Ft	CA400-NM-RSMA-3	2 ea	\$11.00	\$22.00
Ruckus T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port.	901-T310-US40	2 ea	\$906.50	\$1,813.00
Pole/Mast Mounting Materials	SWPOLEMNT	3 ea	\$90.00	\$270.00
CITEL Outdoor Surge Protector for POE and Gigabit Ethernet	CMJ8-POE-A	3 ea	\$78.00	\$234.00
5 Port Gigabit 48VDC PoE Switch	SW5GNC-OUT48	1 ea	\$276.00	\$276.00
Power over Ethernet (PoE) Injector (10/100/1000 Mbps)	902-0180-US00	1 ea	\$70.00	\$70.00
Outdoor Grade Cat6, Shielded RJ45 Connectors, Ground Wire	SWCAT6OD	3 ea	\$150.00	\$450.00
Shipping, weathertape, consumable items for PTP and PTMP	MISC	1 ea	\$297.00	\$297.00
Installation Services				
Project Manager	SWPM	2 hr	\$130.00	\$260.00
Senior RF/Network Engineer	SWENGR	8 hr	\$145.00	\$1,160.00
RF Network Technician	SWTECH	18 hr	\$95.00	\$1,710.00
Bucket Truck, Misc Expenses	SWEXP	1 LT	\$500.00	\$500.00
Support Services				
optimization, reporting and truck roll – Outdoor AP or Radio - 1 Year	SWSPPT1-OD	2 ea	\$540.00	\$1,080.00
Cloud based WiFi Onboarding Service for JVSF Public Facing APs – Per Year – Per AP	SWBAYAREAWIFI	2 ea	\$75.00	\$150.00
PRICING				
			Materials/Equip	\$3,724.00
			Installation Services	\$3,630.00
			Support Services	\$1,230.00
			Tax (9.0%)	\$335.16
			GRAND TOTAL	\$8,919.16

Payment Terms and Assumptions

SmartWave made the following assumptions regarding this proposal:

- All invoices are due Net-30 upon receipt of an invoice.
- Pricing assumes that all City owned street lights, traffic signals and buildings can be used for AP mounting locations
- Price is subject to change based on Fiber availability at AP mounting locations. Note that price does not include Point to Multipoint overlay, that may be required to extend backhaul to the mesh.
- The City of San Leandro will provide a single point of contact with authority to make decisions on behalf of the Installation Project
- Preliminary design is based on initial propagation models and subject to change upon completion of a site survey and spectrum sweep
- Preliminary design assumes access to building locations as identified. If owners do not allow access, coverage areas and costs could be impacted
- Material list and quantities are subject to change upon completion of an active site survey
- Design assumes that adequate 120V power is located at all radio mounting locations

- Design assumes the City will provide Internet services and core network infrastructure equipment to include routers, firewalls, DHCP services and other key equipment

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the **active** negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.



City of San Leandro

Meeting Date: June 18, 2018

Resolution - Council

File Number: 18-298

Agenda Section: ACTION ITEMS

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Jeff Kay
Assistant City Manager

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Approving a License Agreement with the County of Alameda for Usage of Communications Facilities at 2892 Fairmont Drive, San Leandro to Install Wireless Connectivity Services (in an amount in Year 1 of \$6,668.00, to increase at a rate of 4% per year)

WHEREAS, a license agreement between the City of San Leandro and County of Alameda has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said agreement with the County of Alameda for a term of ten years with the first year rate of \$6,668 per year to increase at a rate of 4% per year, is hereby approved and execution by the City Manager is hereby authorized and

That the amount of \$6,668 in the 2017-18 Information Technology Fund Budget account #688-13-001 is hereby authorized to spend per said agreement, with subsequent years budgeted for in the Information Technology Fund Operating Budget account # 688-13-001.

Attachment(s) to Resolution

- License Agreement with the County of Alameda for Communications Facilities.

PREPARED BY: Tony Batalla, Information Technology Manager, City Manager's Office

**COMMUNICATIONS FACILITIES
LICENSE AGREEMENT
for
City of San Leandro**

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EXHIBIT A-1: SITE

EXHIBIT A-2: LICENSED AREA

EXHIBIT B: EQUIPMENT

EXHIBIT C: INSURANCE REQUIREMENTS

COMMUNICATIONS FACILITIES
LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License" or "Agreement"), made and entered into this 18th day of June 2018, ("Effective Date") by and between the County of Alameda, a political subdivision of the State of California, hereinafter referred to as "County" and the City of San Leandro, a California charter city, hereinafter referred to as "Licensee". County and Licensee are sometimes referred to individually as "party" and collectively as "parties".

W I T N E S S E T H:

WHEREAS, County owns property at 2892 Fairmont Drive, San Leandro (the "Property"); and

WHEREAS, on the Property there are a number of structures, including a structure that is currently being used for communications equipment, more particularly described in Exhibit "A-1", attached hereto and incorporated herein by reference (the "Site"); and

WHEREAS, Licensee is a public agency; and

WHEREAS, Licensee desires to locate and maintain communication equipment (including racks and antennas) more particularly described in Exhibit "B", attached hereto and incorporated herein by reference ("Equipment") in a portion of the Site more particularly described in Exhibit "A-2", attached hereto and incorporated herein by reference (the "Licensed Area"); and

WHEREAS, Licensee's proposed use of the Licensed Area is in the public interest in that it supports Licensee's deployment of a public Wi-Fi system for residents and visitors to the City of San Leandro, and Licensee's work will not substantially conflict or interfere with the use of the Property by the County; and

WHEREAS, County is agreeable to Licensee having non exclusive use of the Licensed Area upon the terms and conditions contained in this License.

NOW, therefore, it is mutually agreed as follows:

1. DESCRIPTION OF PROPERTY

The Site, described in Exhibit "A-1" and the Licensed Area, described in Exhibit "A-2", of the Property are the subject of this License. Exhibit "A-1" and Exhibit "A-2" are attached hereto and incorporated herein by reference.

2. LICENSE

This License grants to Licensee the use of the Licensed Area for installation and maintenance the Equipment to provide for wireless services to be used by Licensee.

- a. Non Exclusive Use: The License is for the non exclusive use of the Licensed Area and access to the Site through the Property.
- b. Condition: This License is conditioned on Licensee being in full compliance with all terms and conditions of this License. County's non enforcement of any provision at any time, or for any length of time, does not prohibit County from terminating this License for non compliance with any term or condition in the future.

3. TERM OF AGREEMENT

- a. Initial Term: This Agreement shall be for a term of ten (10) years, commencing upon the first day of the month following the date the County Board of Supervisors has approved this Agreement ("Initial Term").

Renewal: Upon the expiration of the Initial Term, this License shall renew for up to two (2) additional five (5) year term(s), with each five (5) year term being an "Extension Term." Each Extension Term shall be upon the same terms and conditions as the Initial Term except that the License fees shall be increased as set forth herein. The Initial Term and first Extension Term shall automatically be renewed upon expiration into the subsequent Extension Term unless either party notifies the other party in writing of its intention not to renew this License at least ninety (90) days prior to the expiration of the Initial Term or first Extension Term as applicable. The monthly fee for each five (5) year renewal period shall be at the amount of the last full month of the last year of the Initial Term or first Extension Term as applicable, plus an additional 4% of that amount, increased every year during the 5 year renewal period by an additional 4% of the preceding month's amount, as contained in Section 4 below.

4. PAYMENT OF LICENSE FEE

- a. Fee: For the rights granted under this License, Licensee shall pay to County, as base fees, the following annual amount for base year and each option year of this Agreement. These amounts reflect the cost to the County of making the Site and Licensed Area available and are set to reflect the public benefit of a Wi-Fi service to the public. The base year rate shall begin at \$6,668.00 and will escalate annually at a rate of 4%.

	Initial Term	1st Extension Term	2nd Extension Term
Year 1	\$6,668.00	\$9,870.00	\$12,009.00
Year 2	\$6,935.00	\$10,265.00	\$12,489.00
Year 3	\$7,212.00	\$10,676.00	\$12,989.00
Year 4	\$7,501.00	\$11,103.00	\$12,508.00
Year 5	\$7,801.00	\$11,547.00	\$14,049.00
Year 6	\$8,113.00		
Year 7	\$8,437.00		
Year 8	\$8,775.00		
Year 9	\$9,126.00		
Year 10	\$9,491.00		

- b. Payment Terms: The payment required under this section shall be made in monthly installments (annual License fee divided by 12) due and payable by Licensee in arrears on or before the 5th day of the following month.
- c. Payment Address: All payments shall be made and transmitted to County at the following address:

County of Alameda
c/o General Services Agency
Real Property Management
ATTN: Leased Property Manager
1401 Lakeside Drive, 6th Floor
Oakland, CA 94612-4305

5. LIMITATIONS

- a. Permits: Licensee shall acquire all necessary permits for the use of the Licensed Area and use and installation of all Equipment, new and current. Licensee shall operate all

Equipment on the Site in accordance with the Federal Communications Commission (“FCC”) requirements.

- b. Alterations: Licensee shall not alter the Site in any way without prior written approval from County. Licensee shall supply County with structural drawings that indicate any alterations to the Licensed Area or Site before making such alterations. Written approval by County must be received before proceeding with any structural changes. If requested, Licensee shall promptly remove any alterations made by Licensee and clean the Site.
- c. Interference with County Use: In no event shall the exercise of this License interfere in any way with the use and operation of the County's facilities and equipment located on the Site. Licensee shall take corrective action immediately upon actual or constructive notice that Licensee is interfering in any way with any County facility or equipment.
- d. Access: County is not obligated to construct or maintain access to the Licensed Area and does not guarantee access over private property to the Licensed Area.
- e. Condition of Site: The Licensed Area is licensed on an "as-is" basis. County has no obligation for maintenance or repair of the Property, however, County will make a good faith effort, resources permitting, to ensure that the Property will not fall below its condition existing as of the Effective Date. County makes no representations as to the Site, including the Licensed Area. The County shall make a good faith effort to, when performing any maintenance of the Property, do so in a manner that will not interfere with Licensee's use of the Site.
- f. Authorized Personnel: In order to maintain the security for the Site, only those service technicians authorized by Licensee and by the County's Information Technology Department (“ITD”) shall be granted access to the Licensed Area. In the event of an emergency, service technicians previously authorized by Licensee and by the County ITD may access the Licensed Area without advance approval, provided that Licensee notifies the County immediately upon knowledge of the emergency and need to access the Site and follow up with confirmation of such access within twenty-four (24) hours following access.
- g. Asbestos: Licensee shall notify County in writing within five (5) business days prior to start of testing, when testing for asbestos or doing construction requires asbestos abatement.
- h. Damage: Licensee shall be solely responsible for any damage to the Site due to Licensee's Equipment and use. Licensee shall, in a timely manner, correct any problem and effect repairs.

6. POWER

- a. Utility Access: County shall provide access to utility service for electricity to the Licensed Area.
- b. Reimbursement: Licensee shall reimburse County for all fees, charges and costs, for Licensee's use of utility services, including power used for the installation, operation, use, maintenance, repair or removal of Equipment or other Licensee activities.
- c. No Back-Up Power: County is under no obligation to provide or arrange for any emergency or backup power, for Licensee and its Equipment. However, Licensee may connect Licensee's circuit to the current County generator located at the Site. Licensee shall use best business practices related to the connection and use of the generator. The County is under no obligation to maintain, repair or replace the generator, and makes no representation as to the condition or operability of the generator now or in the future. Licensee specifically waives any and all claims, losses, damages, liabilities and expenses arising out of or resulting from or in any way connected with the generator.
- d. No County Responsibility: County is not responsible for any costs or damages related to power, including those that may occur as the result of a power surge or a power outage, whether or not it was within the control of the County.

7. EQUIPMENT INSTALLATION AND OPERATION

- a. Compliance: All of the Equipment to be installed and maintained on the Licensed Area shall be installed at Licensee's sole cost and expense, in good and workmanlike manner by a licensed contractor, as applicable, and in accordance with appropriate electrical, mechanical and structural plans and specifications.
- b. Frequency: Licensee shall not operate the Equipment at any frequency which has not been approved by both County ITD and County's Real Property Management ("GSA-RPM"), which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, County acknowledges that Licensee intends to operate within the Licensed Area on the Department of Commerce National Telecommunications Information Agency approved frequency range.
- c. Cable: Licensee shall mark cabling every twenty (20) feet with identifying markings and identify the antenna with similar markings. Prior to any installation, Licensee shall submit plans and specifications to the County for design review and for approval of any proposed cable runs and antenna locations.

- d. Power Usage: Any increase or anticipated increase, in the usage of power related to changes in structure or the Equipment shall be specifically provided to County in writing.
- e. Written Approval: No structures or equipment may be installed in the Licensed Area, or elsewhere on the Property, including electrical and metering equipment without the prior written approval of GSA-RPM.
 - i. Such approval does not replace the need or requirement for any permits, including conditional use permits, and such approval is not a determination or representation on the whether the Equipment meets any legal, technical or other requirements.
 - ii. Licensee shall not commence construction until the County has approved Licensee's specifications and plans ("Plans") for the Equipment at the Licensed Area and Site.
 - iii. Following receipt of the County's written approval of the Plans, Licensee will provide the County with five (5) business days advance written notice before commencing any construction or installation.
- f. Replacements or Upgrades: Without change to footprint or frequencies, Licensee may replace or upgrade the Equipment with advance notice to the County. Licensee must adhere to all terms of this License including notification to County and equipment limitations for such replacements or upgrades. Any increase or anticipated increase in the usage of power or change in frequencies related to changes in structure or equipment shall be specifically provided to County in writing.
- g. Equipment Description: Licensee's equipment installation shall be limited to those specific devices and locations listed in Exhibit "B" attached hereto and incorporated herein by reference.
- h. Additional Equipment: In the event Licensee desires to install additional equipment or antennas, changes shall first be approved in writing by County prior to such additional installation. Should Licensee install additional equipment that exceed the dimensions of the Equipment, or desires to increase the Licensed Area or the footprint beyond that set forth in Exhibit "B" or for placement of additional equipment, Licensee shall first obtain County's written consent, and such increase to the Licensed Area may be subject to an increase in the License fee.
- i. Indemnification: Licensee specifically agrees to fully indemnify County for any and all costs and damages that may be incurred by County related to the Equipment, including

installation, maintenance, and removal, excepting the County's own sole negligence or willful misconduct.

8. MAINTENANCE AND REPAIR

- a. Licensee Responsibility: Licensee shall keep the Site and Equipment in a neat, clean and orderly condition at all times during the term of this License. Licensee, at Licensee's sole cost and expense, shall be responsible for all repairs and maintenance to the Licensed Area, or anywhere on the Property, resulting from the installation and operation of the Equipment and any modifications or alterations to the Licensed Area made to accommodate the Equipment. Licensee shall also promptly repair any damage to the Property, including the Site, caused by Licensee, its agents or contractors.
- b. County Performance: In the event that County performs maintenance or repairs to the Licensed Area or the Site which this License requires Licensee to perform but which Licensee fails to perform, and Licensee has received written notice from County clearly identifying such required maintenance or repairs and Licensee has had a reasonable period and opportunity to cure, Licensee shall reimburse the County within fifteen (15) business days after receipt of an invoice from County for the cost of such maintenance or repairs plus an amount equal to Twenty Percent (20%) of such costs in order to reimburse County for administration and overhead.

9. ALTERATIONS

Licensee shall not make or permit any other person to make alterations to the Licensed Area outside of the scope of this License without the prior written consent of the County.

10. MARKING AND LIGHTING REQUIREMENTS

- a. FAA and FCC Requirements: Licensee shall be responsible for compliance with all marking and lighting requirements for the Equipment, including any upgrades or additional markings or lighting that may be needed due to the Equipment and use of the Site as required by the Federal Aviation Administration ("FAA") and the FCC.
 - i. Marking and lighting compliance shall include Licensee being responsible for compliance with all marking and lighting requirements for the Equipment.
 - ii. Licensee shall inform County in writing of the FAA and the FCC requirements for the Site.

- iii. Marking and lighting plans must be submitted to the County for approval, and Licensee shall not complete marking or lighting without written authorization from the County.
- iv. County's approval of the proposed marking or lighting is for County's purposes only and shall not in any way be considered indicative of compliance with FAA or FCC requirements or any other local, state or federal requirement, rule or regulation.
- v. All marking and lighting shall be completed by Licensee at its sole cost and expense.
- b. No Signage: Licensee shall not post any sign or place any markings on the Property, including on the Licensed Area, without the written permission of County.
- c. Noncompliance: If Licensee is cited because the Equipment, lighting or signage is not in compliance in any federal, state or local law, ordinance or regulation and, should Licensee fail to cure the conditions of noncompliance within 10 business days, County may either terminate this License or proceed to cure the conditions of noncompliance at Licensee's expense.

11. INTERFERENCE WITH COUNTY'S OPERATIONS

Licensee shall ensure that use of the Equipment does not interfere with the County's public safety transmissions, sheriff and fire communications or County's internal or external communications. Licensee shall operate the Equipment in such a manner that all communications sent or received by the Equipment shall be in accordance with FCC rules and regulations and pursuant to Licensee's FCC issued and regulated frequency licenses. If the County determines, at its sole discretion, that any of Licensee's activities under this License detrimentally affect or interfere with County's operations, County may direct Licensee to alter its activities or take such other action as the County deems necessary, in order to eliminate said interference. Except in cases of emergency, Licensee shall have a reasonable amount of time within which to comply with the County's directive, but the determination of a reasonable amount of time in this regard shall be in the County's sole discretion. Any costs incurred by Licensee in eliminating said interference shall be Licensee's sole responsibility. Notwithstanding the provisions above, violation of the provisions of this Section 11 shall be grounds for the immediate termination of this License by County.

12. ACCESS BY LICENSEE

- a. Construction and Installation: Licensee and its agents and contractors shall have access to the Licensed Area for the purpose of constructing and installing the Equipment. However, due to the nature of the Property, Licensee must contact County prior to accessing the Licensed Area. All provisions of this License shall be in force during such construction period including the fee provisions as stated in this License.
- b. Maintenance and Repair: During the term of this License, and after installation and construction of the Equipment, Licensee shall have access to the Licensed Area for the sole purposes of maintenance and repair of the Equipment and only with prior written, advance notice to County's Leased Property Manager.
- c. Written Authorization: During any construction period and in the event Licensee finds it necessary to access the Licensed Area for repairs and alterations to the Equipment, Licensee shall inform the County's Leased Property Manager, in writing, as to the exact nature of the repairs and/or alterations and the proposed date and time of the required access, and shall obtain written authorization from County's Leased Property Manager prior to performing any work to supply the name, telephone number and other contact information of all persons and entities entering the Licensed Area for these purposes. This is mandated as there is an active security alarm at the Site. At the discretion of the County, Licensee may provide this information by email only.
- d. Advance Notice: Licensee shall contact the County's Leased Property Manager at least 48 hours notice prior to the time it desires to access the Licensed Area.
- e. Emergency: In the event emergency access is needed, and the County Leased Property Manager is not available, Licensee should contact the County's Information Technology Department at 510 667-7790. Licensee shall notify the County's Leased Property Manager within 24 hours of the time the contact number was called, the time the access was made to the Site and the nature of the emergency.
- f. Notification To ITD Electronic Division: Licensee, and any of its vendors, agents, subcontractor or others acting on their behalf, authority or direction must also notify the County's Electronics Division (24 hours a day, 7 days a week) before accessing the Licensed Area by calling the lead number (510) 667-7788. This number rolls over to the Sheriff's Dispatch after hours and, if the Licensee does not notify Dispatch of Licensee's visit to the Site, an alarm alerts the County and/or Dispatch and the Dispatchers may send a sheriff's deputy to the Site to investigate.

13. ACCESS BY COUNTY

County reserves the right for County and County's agents to enter the Licensed Area at any time, and for any reason, including but not limited to: (i) to inspect the Licensed Area, (ii) to show the Licensed Area to prospective licensees, lessees, lenders or purchasers, (iii) to alter, maintain or repair the Licensed Area or any other portion of the Licensed Area, (iv) to alter, maintain, repair, replace or relocate conduit, wire or equipment serving other portions of the Licensed Area, (v) to perform any obligation of Licensee after Licensee's failure to perform same, provided notice of such failure and opportunity to cure in accordance with the terms and conditions contained in this License have first been provided to Licensee or (vi) upon default by Licensee under this License. County shall have the right to enter the Licensed Area without advance notice.

14. DESTRUCTION OR CONDEMNATION

If the Licensed Area is materially damaged, destroyed or condemned by no fault of the Licensee, Licensee may elect to immediately terminate this License as of the date of the material damage, destruction or condemnation by giving notice to County no more than forty-five (45) days following the date of such material damage, destruction or condemnation.

If the Licensed Area is materially damaged, destroyed or condemned, by no fault of the County, County may elect to terminate this License as of the date of the material damage, destruction or condemnation by giving thirty days (30) written notice to Licensee after the date of such material damage, destruction or condemnation.

15. LICENSE NOT EXCLUSIVE

County hereby reserves the right to grant, renew or extend similar licenses to others. Notwithstanding the foregoing, County shall have other licensees of the Licensed Area agree to not cause interference with the Equipment to Licensee's wireless signal transmission or reception from and to the Licensed Area. If another licensee shall interfere with the enjoyment by Licensee of the rights granted under this License, the Licensee shall have the right to take appropriate action against such interfering party or to terminate this License upon thirty (30) days written notice to County. The County shall not be liable for any expense or damage which Licensee may suffer as a result of such interference and premature termination of this License.

Licensee agrees not to cause interference with the equipment of others that may have a license to use the Site and the Licensed Area. Licensee shall take reasonable precautions to prevent

interference with the wireless signal transmissions and receptions from and to the Site and Licensed Area by others.

16. TRANSFERS BY COUNTY

County shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Licensed Area referred to herein. In such event and upon such transfer County shall be released from any further obligations hereunder, and the successor in interest of County shall be required to perform such obligations.

17. ASSIGNMENT

Licensee will not have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of County, to any party controlling, controlled by or under common control of Licensee or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the FCC in which the Licensed Area is located by reason of a merger, acquisition, or other business reorganization. However, such assignment, sale or transfer shall not be valid unless written notice is given to County. Except as provided above, Licensee may not rent or assign any rights under this License to any other person or entity or permit the use of any portion of the Licensed Area by others without the prior written consent of County.

18. ACKNOWLEDGEMENT OF TITLE

It is understood and agreed that Licensee, by the acceptance of this License and by the use or occupancy of said Licensed Area, has not acquired and will not acquire hereafter any rights or interest in or to said Site, and that Licensee may use subject Site only as herein provided, nor does Licensee have, nor will it obtain, any right or claim to the continued use of said Site and Licensed Area beyond that specifically given in this License.

19. RELOCATION ASSISTANCE

For any reason, if the County requires relocation of the Equipment or facilities at the Site, Licensee shall relocate the Equipment and facilities at no cost to County. This License is of a temporary nature and no relocation payment or advisory assistance will be sought by Licensee or provided in any form by County as a consequence of this License.

20. INDEMNIFICATION

To the fullest extent permitted by law Licensee agrees to defend, indemnify and hold harmless the County of Alameda, its officers, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from or in any way connected with Licensee's actions pursuant to this License or any breach of any representation hereunder, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereof (collectively "Liabilities") except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee identified above. The County may participate in the defense of any such claim without relieving Licensee of any obligation hereunder.

Licensee assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of Licensee or its employees acting within the scope of their employment: (1) in the operation and maintenance of the Equipment; and (2) of the failure of the Licensee or its employees acting in the scope of their employment to observe and abide by any of the terms or conditions of this Agreement.

21. TERMINATION OF LICENSE

- a. Default by Licensee: In the event of the following defaults by Licensee, County shall have the right to immediately terminate this License and all rights of Licensee hereunder by giving written notice of no less than ten (10) days to Licensee of such election by County.
 - i. Any failure by Licensee to pay, within fifteen (15) days following written notice of nonpayment by County, License fees or make any other payment required under this License.
 - ii. Any failure by Licensee to observe and perform any other provision of this License to be observed and performed by Licensee, where such failure continues for thirty (30) days after written notice by County. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.
- b. County Right to Terminate: Notwithstanding anything to the contrary contained in this License, if the County at any time during this License is unable, after use of reasonable

efforts, to fully accommodate Licensee's continuing use of the Licensed Area on the Site due to the County's desire to redevelop, change use, modify, remodel, demolish or alter the Site, the County shall have the right to terminate this License upon not less than ninety (90) days prior written notice to Licensee

- c. Licensee Right to Terminate: Licensee may terminate this License without or without cause and without penalty upon not less than one-hundred and eighty (180) days' written notice to County.
- d. Removal of Equipment: Licensee shall remove all Equipment, materials and debris from the Licensed Area and the Property at or prior to the termination date of this License, whether it is terminated by expiration of the Initial Term or any Extension Term or any provision in this License. Licensee shall leave the Licensed Area and Site in a good, clean condition. Any of Licensee's Equipment, materials or debris remaining on the Property after the termination date without written permission of the County may be disposed of by the County without further notice. The County shall have no obligation to store Licensee's Equipment, materials or debris after the date of termination, but if the County elects to do so and Licensee seeks their recovery, Licensee shall be obligated to pay the County's reasonable cost of storage and removal as a condition of their recovery.

22. INSURANCE

Licensee shall, at its sole cost and expense, procure and maintain during the entire term of this License commercial general liability insurance in accordance with the requirements identified in Exhibit "C", attached hereto and incorporated herein by reference. Proof of insurance shall be submitted to the County prior to execution of this License and Licensee shall provide annual certificates to County's Leased Property Manager. County acknowledges that Licensee is self-insured and Licensee shall provide County with an acknowledgement of its self-insurance status that contains the limits through self-insurance, commercial insurance, or a combination of both.

23. HAZARDOUS MATERIALS

"Hazardous Materials" are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100, et seq., or those which meet the toxic, reactivity, corrosively or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

Except as otherwise permitted or addressed in this License, Licensee shall not use, create, store or allow any such substances on the Licensed Area in violation of any Environmental Law as that term is hereinafter defined. In no case shall Licensee cause or allow the deposit or disposal of any substance on the Licensed Area.

24. ENVIRONMENTAL LAW

“Environmental Law” means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

25. ENVIRONMENTAL HEALTH

- a. Licensee shall, at Licensee’s sole cost, take all measures necessary to ensure that the Equipment strictly complies with all obligations to which Licensee is bound in connection with such Equipment, including, without limitation, regulations of the FCC, the Environmental Protection Agency (“EPA”), and the Occupational Safety and Health Administration (“OSHA”), applicable to the emission of radiation from active transmission equipment or similar facilities. Licensee shall, at Licensee’s sole cost, be responsible for all postings, signage and warnings to which Licensee is bound in the connection with the Equipment, including, without limitation, regulations of the FCC, EPA and OSHA, applicable to the emission of radiation from active transmission equipment or similar facilities. Licensee shall obtain approval from County prior to posting such signage and warnings on the Property.
- b. As of the Effective Date of the License: (1) Licensee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Site in violation of any Environmental Law (as defined above), and (2) County hereby represents and warrants, with no duty or obligation to investigate that (i) it has no knowledge of the presence of any Hazardous Material located in, on under, upon or affecting the Site in violation of any Environmental Law;

(ii) no notice has been received by or on behalf of County from, and County has no knowledge that notice has been given to any predecessor owner or operator of the Site by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Site; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Site in violation of any Environmental Law.

26. TAXES

Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied directly attributable to the installation and operation of the Equipment. Any such taxes shall be the sole responsibility of Licensee.

27. NOTICE

Any demand or notice which either party shall be required, or may desire, to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid First Class US Mail address, or by a nationally recognized overnight courier, to the respective parties as follows:

COUNTY: County of Alameda
General Services Agency
Real Property Management
ATTN: Real Property Manager
1401 Lakeside Drive, 6th Floor
Oakland, California 94612-4305

LICENSEE: Michael Hamer

City of San Leandro
Information Technology Division
835 East 14th Street, Room 202
San Leandro, CA 94577
mhamer@sanleandro.org
(510) 577-3337

28. TITLE TO LICENSEE'S EQUIPMENT

Title to the Equipment placed on the Site by Licensee shall be held by Licensee. All of the Equipment shall remain the property of Licensee and are not fixtures. Licensee has the right to

remove all of the Equipment at its sole expense on or before the expiration or termination of this License.

29. GENERAL PROVISIONS

- a. Choice of Law: This Agreement shall be governed by the laws of the State of California.
- b. Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- c. Entire Agreement: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Licensee relating to the subject matter of this Agreement. This Agreement supersedes all previous understandings, offers, negotiations and agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- d. Headings: Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- e. Advertising or Publicity: Licensee shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- f. Survival: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding indemnification, shall survive termination or expiration.
- g. Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS WHEREOF, the parties hereto have executed this License the day and year first above written and COUNTY has hereunto caused its corporate name to be signed by its President of the Board of Supervisors who hereunto duly authorize the day and year first above written.

By: _____
Name Needed
Title Needed
City of San Leandro

By: _____
Wilma Chan
President, Board of Supervisors
County of Alameda

Approved as to Form:
DONNA R. ZIEGLER
COUNTY COUNSEL

By: _____
Andrew Massey
Deputy County Counsel

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____ and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: _____

By: _____
Clerk of the Board
County of Alameda, State of California

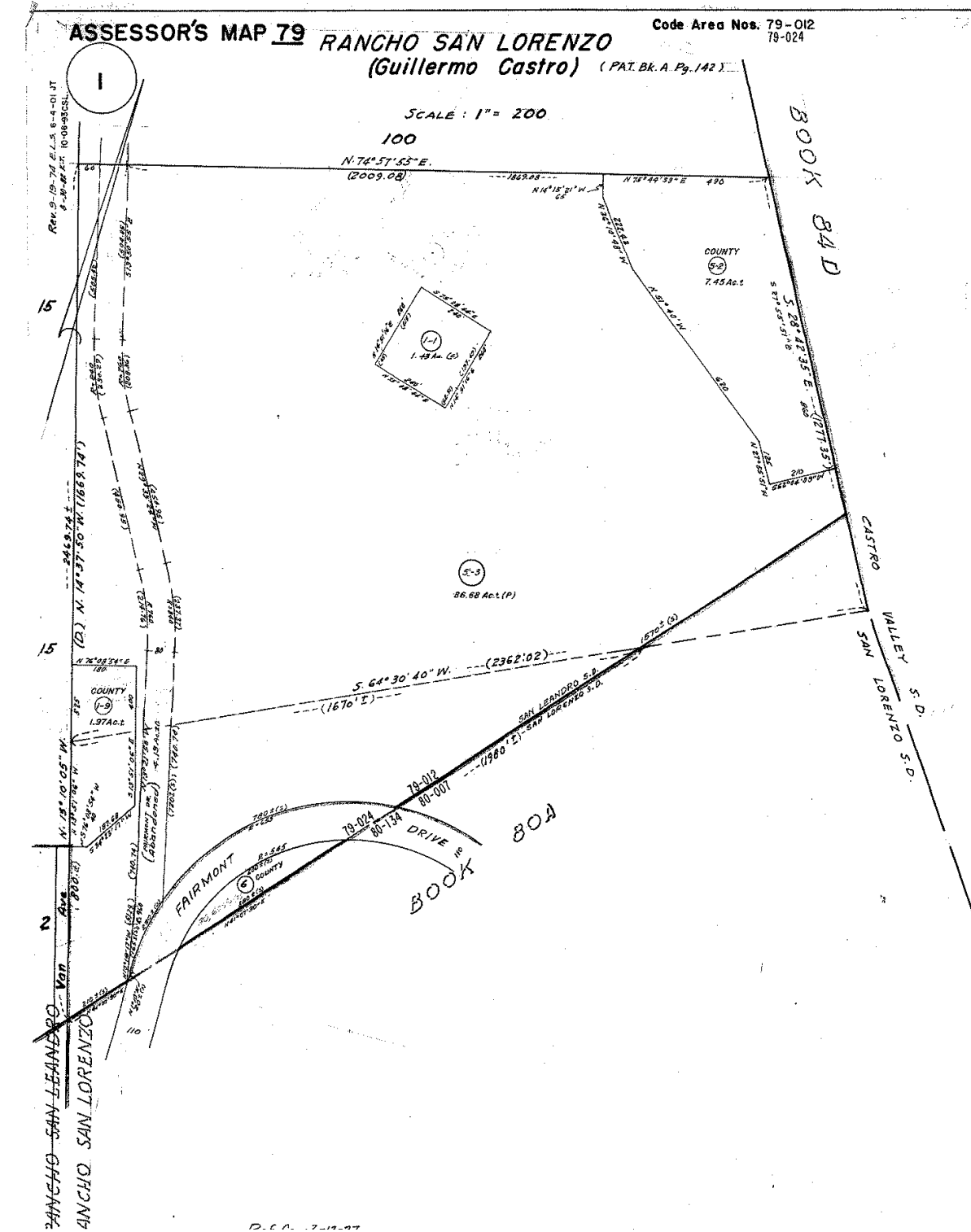
SITE

Figure 1.1: Floor plan of the building showing the location of the equipment space.

The floor plan illustrates the layout of the building, including the location of the equipment space. The plan is oriented with a north arrow pointing towards the top right. A scale bar indicates a distance of 10 meters. The legend identifies the 'F' symbol as the 'Floor' and the 'E' symbol as the 'Equipment Space'. The equipment space is located in the central corridor of the building.

EXHIBIT B
(EQUIPMENT)

Vault:

1. Quantity 2 total - Mimosa A-5 Base Station @ 25 watts each = 50 Watts
2. Quantity 1 total - Mimosa Point to Point Radio with 3' Parabolic Dish = 20 Watts
3. Ubiquiti Toughswitch = 12 Watts
4. APC Rackmount UPS = 5 Watts

Total: 87 Watts, all other listed equipment is inert.

Tower:

Antennae types / Dimensions:

1. Quantity 1 Parabolic dish and 2 flat-sector antennae.
 - a. The 2 Mimosa Base stations will each have connectorized Sector Antennae with the following dimensions: 14.6" x 14.6" x 1.6"
 - b. The Mimosa B5 Point to Point radio is also connectorized and will have a proposed 3' dish with the following dimensions: 3' diameter x 1.5'.

No back-up generator guarantee. City will supply, install and use its 2U UPS to clean power and supply power during outages of less than 2 hours.

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	