

BASIC ORDERING AGREEMENT BETWEEN

County of San Mateo

AND THE

FEDERAL BUREAU OF INVESTIGATION

This Basic Ordering Agreement (BOA) effective May 1, 2017, is between
County of San Mateo, hereinafter referred to as "Licensor," and the Federal Bureau of Investigation
(FBI), hereinafter referred to as "Licensee."

This BOA is entered into to provide services in accordance with the following:

General Terms and Conditions described in Attachment 1;
The fees as described in Attachment 2;
The equipment described in Attachment 3.

All attachments are made a part herein.

Article I – Scope of Work

The term of this BOA is ten years from effective date May 1, 2017 through September 30 2026.

The Licensor agrees to furnish services described herein as Licensee may order during the effective dates of the Agreement. The Licensor's obligation to the Licensee shall become effective upon the issuance date of the order.

Article II – Delivery of Services

The services specified in Attachment 1 shall be completed at Mt. Pise (site name), located at
12858 Skyline Blvd, Redwood City, CA 94062 (E911 site address).

Article III – Payment/Fixed Prices

The Licensee shall be entitled to purchase services listed in Attachment 1, at the fees described in Attachment 2.

Article IV – Administrative Matters

Licensor Point of Contact

Name: Sunny Tong
Address: 555 County Center, CMO164,
Redwood City, CA 94063
Phone: 650-363-4327
Fax: _____
Email: stong@smcgov.org

Licensee Contract Administration Point of Contact

Name: Jeremy M. Parks
Address: ERF Building 27958A
Quantico, VA 22135
Phone: 703-985-6322
Fax: 703-985-3047
Email: Jeremy.Parks@ic.fbi.gov

Licensee Local Point of Contact

Telecommunications Manager: Richard Ethridge
Address: 450 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102-9523
Phone: 415-553-7400
Fax: _____
Email: Richard.Ethridge@ic.fbi.gov

Each of the parties executing this Agreement on behalf of the Licensor and Licensee represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This BOA and attachments contain the entire agreement between the parties regarding the tower and the property for the Licensee's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.

LICENSOR:

County of San Mateo

BY: _____

DATE: _____

LICENSEE:

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

BY: Kelly A. Haden

DATE: 3-23-2017

Kelly A. Haden
Program Manager
Federal Bureau of Investigation

ATTACHMENT 1 TERMS AND CONDITIONS

1. LICENSE

Licensor hereby gives permission, revocable and terminable as hereinafter provided, to Licensee to enter the Licensed Premises for the purpose of using it for the improvements to its communications system equipment and operations (hereinafter referred to as the "Improvements"). Said Improvements shall be located so as to not interfere with any of the Licensor's operations.

2. USE OF LICENSED PREMISES

Licensee shall be permitted to use the Licensed Premises for the operation of communications equipment and related purposes. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of Licensor.

For Rooftop installations, Licensee acknowledges that Licensor may decide, in its sole discretion, from time to time, to make repairs to the roof of the building on the Property or to replace all or part of the roof of the building on the Property. If Licensor elects to make roof repairs, Licensee shall, upon Licensor's request, and at Licensor's cost, temporarily remove or relocate Licensee's rooftop Improvements so that the roof repairs may be completed.

Licensor shall have the right to change the location of the Improvements (including relocation of Improvements on the tower to an elevation used by other Licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Improvements existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this agreement.

3. TERM

The initial term of this license shall run from May 1, 2017 to September 30, 2017 (base year). Licensee may extend the term of the license for up to nine additional one-year option periods. Each option period shall run from October 1 until September 30 so as to conform to the Government's fiscal year. Extension of this agreement beyond September 30 is contingent upon Congressional approval of the funding needed to cover this agreement.

Licensor or Licensee may terminate this Agreement, without cause or penalty, by giving three (3) months written notice to the other party of its termination.

- ☒ Licensee **is** required to remove all antennas and feed line upon termination of this agreement.
- ☐ Licensee **is not** required to remove all antennas and feed line upon termination of this agreement.

4. ACCESS

Licensor shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

5. MAINTENANCE

Licensor, at Licensor's sole cost and expense, shall maintain the Licensed Premises at the Licensed Premises (excluding Licensee's Improvements) and the access to the Licensed Premises in good order and repair. Licensor,

shall, at Licensors sole expense, provide for interior maintenance and repairs, as applicable, of the Licensed Property in accordance with generally accepted good practices. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee at the Licensee's sole cost and expense. The costs of any maintenance and operations of the Licensee's Improvements, unless otherwise provided herein, shall be at the sole expense of Licensee.

6. ASSUMPTION OF LIABILITY FOR INJURIES

Licensee assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of the Licensee or its employees acting within the scope of their employment (1) in the operation and maintenance of the herein Licensed Premises or (2) 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 License Agreement. This assumption of liability is coexistent with and in accordance to the liability of the Government under the Federal Tort Claims Act (Title 28, USC, Section 2671-2680). Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and Federal law. Additionally, in the event an FBI employee conducting official business during the use of the Licensed Premises is injured, the FBI agrees to process and forward any claims for employee compensation to the United States Department of Labor (USDOL) pursuant to the Federal Workman's Compensation statutes (Title 5, U.S.C., Section 8108, et. Seq.) and pertinent regulation promulgated by the USDOL.

Except as otherwise provided in this BOA, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive or exemplary damages.

7. INSURANCE

Licensee, as an agency of the United States Government, is self-insured.

8. INTERFERENCE

In the event the Licensors determines that the operation of the Improvements by Licensee is the cause of interference to transmission and/or reception of any other communications systems in use in the vicinity of the Licensed Premises, Licensee shall take all appropriate steps necessary to mitigate said interference within thirty (30) days of receiving written notice.

9. PERMIT

Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

10. COMPLIANCE

Should Licensee fail or neglect to comply with any terms or conditions of this BOA or to comply with any reasonable requirement of Licensors after thirty (30) days written notice and demand from Licensors, this BOA shall be subject to termination by Licensors. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement.

11. POSTING OF FREQUENCIES

All Federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from

disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications site owners or managers upon request.

12. ASSIGNMENT

Licensor shall not assign this Agreement, or sub-license all or any part of its rights and obligations hereunder without the prior written notice to Licensee. The written notice shall include documents describing the proposed transaction, e.g. purchase/sale agreement or memorandum of understanding. The new Licensor shall assume all of Licensor's obligations under this License Agreement and is in a position to fully perform all obligations that may exist under this Agreement following the date of such assignment and assumption. The transferring Licensor shall waive all rights under this BOA arising against the Licensee subsequent to the date of such assignment. Nothing in this Agreement shall relieve the parties from compliance with any Federal law.

13. DISPUTES

Disputes under this Basic Ordering Agreement shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals.

Please complete following:

| | | |
|--------------------|--------------------------------------|--------------------------|
| Small Business | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Small Disadvantage | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Large Business | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Woman Owned | <input type="radio"/> Yes | <input type="radio"/> No |

ATTACHMENT 2

Licensee shall pay an all inclusive license fee of \$ 1,853.47 per month for the base year of this agreement to the Licensor for the use of the Licensed Premises. **The fee shall include the cost of electricity for the Licensee's Improvements.** Payments shall be made payable monthly in arrears and shall commence on the date of installation of equipment or upon another agreed to date. Licensee shall be liable for late payments in accordance with the terms and provisions of the FAR 52.232-25 Prompt Payment, (late payment interest penalties are computed in accordance with the Office of Management and Budget prompt payment regulations at Title 5 CFR 1315). Payment will be made by Electronic Funds Transfer Other Than Central Contractor Registration in accordance with FAR Clause 52.232-34.

Renewal of this license for each successive year shall be on the same terms and conditions as set forth herein except that license fee shall be increased by 3% over the rent paid during the preceding term for each renewal period.

| | |
|---------------|------------------------|
| Base Year | <u>1,853.47</u> /month |
| Option Year 1 | <u>1,909.07</u> /month |
| Option Year 2 | <u>1,966.35</u> /month |
| Option Year 3 | <u>2,025.34</u> /month |
| Option Year 4 | <u>2,086.10</u> /month |

| | |
|---------------|------------------------|
| Option Year 5 | <u>2,148.68</u> /month |
| Option Year 6 | <u>2,213.14</u> /month |
| Option Year 7 | <u>2,279.53</u> /month |
| Option Year 8 | <u>2,347.92</u> /month |
| Option Year 9 | <u>2,418.36</u> /month |

The federal government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/>. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the DUNS which has the current banking account information which the Licensor desires the FBI to direct payments to. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct. If the Licensor **does not** register in sam.gov, it is necessary for the Licensor to provide the Routing and Account number below

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Tax Identification Number (mandatory) _____

Licensor DUNS Number (mandatory) _____

Site Information

SF-014 - MT. PISE

FO SF :: SAN FRANCISCO
Site Num SF-014
Site Name MT. PISE
Address 12858 SKYLINE BLVD.
 REDWOOD CITY CA 94062
County SAN MATEO
Lat / Lon 37:27:21.00N / 122:20:27.00W
Active Date
Deactivated Date

Site Type Remote
NPA/NXX 650 / 879
Site Phone NONE
Demarc Building
Type Tower (self-supporting)
Height 70.0 feet **AMSL** 1990.0 feet
FBI owns: ☐ Tower ☐ Shelter ☐ Land ☐ Fence

Notes

Access 650-363-4443 Steve Dupree

Driving Directions

280 South to 92 West to Skyline South.

Equipment List

| Type | Name | Make / Model / Model Num | Serial Number | Property Number | Zone | Specifics |
|---------|----------|--|---------------|-----------------|-----------------------|--|
| ANTENNA | ANTENNA | CELLWAVE / OMNI / PD220-6 | | N/A | A2 | Type: OMNI Size: 22.0 Mount: TOP AGL: 40 AZI: 360° FL Size: 0.500 FL Len: 50 Gain: 6.00 |
| RADIO | REPEATER | MOTOROLA / GTR / 8000 | 112CQK1547 | F2627341 | ATF VOTED 1 | Type: REPEATER TX Pwr: 125.0000 BW: N TX Frq: 173.60000 RX Frq: 162.10000 Chan: ATF Voted 1 FW Rev: SEDS 1-2 |
| RADIO | REPEATER | MOTOROLA / GTR / 8000 | 112CQK1558 | F2627342 | ATF VOTED 2 | Type: REPEATER TX Pwr: 125.0000 BW: N TX Frq: 173.65000 RX Frq: 164.52500 Chan: ATF Voted 2 FW Rev: SEDS 1-3 |
| RADIO | REPEATER | MOTOROLA / GTR / 8000 | 112CQK1548 | F2627343 | DEA VOTED 1 | Type: REPEATER TX Pwr: 125.0000 BW: N TX Frq: 173.70000 RX Frq: 163.27500 Chan: DEA Voted 1 FW Rev: SEDS 1-4 |
| RADIO | Repeater | Motorola / Quantar / TS365A | 509CNH1009 | F2650507 | FBI ADMIN A2/A3 VOTED | Type: Repeater TX Pwr: 125.0000 BW: N TX Frq: 167.68750 RX Frq: 163.65000 Chan: A2 FW Rev: SEDS 1-1 |
| ANTENNA | Antenna | Telewave Inc / Omni Antenna / ANT150F2 | TBD | N/A | ATF Voted 1 | Type: Omni Size: 5.0 Mount: SIDE AGL: 0 AZI: 360° FL Size: 0.500 FL Len: 0 Gain: 2.50 |
| ANTENNA | Antenna | Telewave Inc / Omni Antenna / ANT150F2 | TBD | N/A | DEA Voted 1 | Type: Omni Size: 5.0 Mount: SIDE AGL: 0 AZI: 360° FL Size: 0.500 FL Len: 0 Gain: 2.50 |
| ANTENNA | Antenna | Telewave Inc / Omni Antenna / ANT150F2 | TBD | N/A | ATF Metro 2 | Type: Omni Size: 5.0 Mount: SIDE AGL: 0 AZI: 360° FL Size: 0.500 FL Len: 0 Gain: 2.50 |

| | | | | | | |
|--|-----------------|-------------|-------------|-------------|-------------|--|
| County of San Mateo - California | | | | | | |
| Radio Site Equipment Rates | | | | | | |
| 2/9/2017 | | | | | | |
| Radio Equipment Shelter Ground Lease | 2014 | 2015 | 2016 | 2017 | 2018 | |
| Up to 25 square feet | 1,304.77 | 1,343.91 | 1,384.23 | 1,425.76 | 1,468.53 | |
| 25 to 625 square feet | 2,740.02 | 2,822.22 | 2,906.89 | 2,994.09 | 3,083.92 | |
| Greater than 625 square feet | TBD | TBD | TBD | TBD | TBD | |
| Equipment Rack Space | | | | | | |
| Under 46 inches | 489.29 | 503.97 | 519.09 | 534.66 | 550.70 | |
| Over 46 inches | 652.39 | 671.96 | 692.12 | 712.88 | 734.27 | |
| Antenna | | | | | | |
| 2-way radio, whip, panel, yagi, etc.(small) | 97.85 | 100.79 | 103.81 | 106.92 | 110.13 | |
| 2-way radio, whip, panel, yagi, etc. (large) | 260.95 | 268.78 | 276.84 | 285.15 | 293.70 | |
| Radio Equipment mounted to tower (tru's) | 195.72 | 201.59 | 207.64 | 213.87 | 220.28 | |
| *Microwave Dish 2' | 228.34 | 235.19 | 242.25 | 249.51 | 257.00 | |
| *Microwave Dish 4' | 293.57 | 302.38 | 311.45 | 320.79 | 330.42 | |
| *Microwave Dish 6' | 326.19 | 335.98 | 346.05 | 356.44 | 367.13 | |
| *Microwave Dish 8' or greater | 358.81 | 369.57 | 380.66 | 392.08 | 403.84 | |
| *(Based on size, height & space available) | | | | | | |
| Microwave control circuit | 76.00 | 76.00 | 76.00 | 76.00 | 76.00 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| FBI - Pise Mt | 2017 rate | | | | | |
| Antenna, collinear. (large) | 1,140.59 | 4 antenna | | | | |
| Equipment space lease - rack, over 46" | 712.88 | 1 rack | | | | |
| Total | 1,853.47 | | | | | |