

**BASIC ORDERING AGREEMENT
BETWEEN THE**

COUNTY OF SAN MATEO

AND THE

FEDERAL BUREAU OF INVESTIGATION

This Basic Ordering Agreement (BOA) effective October 1, 2004, is Between the 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 pricing 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 October 1, 2004 through September 30, 2014.

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, located at 12858 Skyline Blvd, Redwood City, CA.

Article III – Payment/Fixed Prices

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

Article IV – Administrative Matters

Licensor Point of Contact

Name: Carolyn Hamilton
Address: 455 County Center, 5th Floor
Redwood City, CA 0496201663 94063
Phone: (650) 363-4326

Licensee Local Point of Contact

Telecommunications Manager: Richard Ethridge
Address: 450 Golden Gate Ave., 13th Floor
San Francisco, CA 94102
Phone: (415) 826-8566

Licensee Contract Administration Point of Contact

Name: Jennifer Turner
Address: Building 27958A
Quantico, VA 22135
Phone: (703) 632-6708

Each of the parties executing this Agreement on behalf of the Licensor and Licensee represents and warrants that (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.

In witness whereof, the parties hereto have executed this document as of this day and year of signature date.

LICENSEE:

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

BY: _____

DATE: _____

LICENSOR:

COUNTY OF SAN MATEO

BY: _____

DATE: _____

ATTACHMENT 1

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.

3. TERM

The initial term of this license shall run from October 1, 2004 to September 30, 2005 (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.

Licensor or Licensee may terminate this Agreement by giving three (3) months written notice to the other party of its termination.

Licensee **is** required to remove all antennae and feed line upon termination of this agreement.

Licensee **is not** required to remove all antennae 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

The costs of any maintenance and operations of the Improvements 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 of 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.

ATTACHMENT 1

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Additionally, in the event an FBI employee conducting official business during the use of the leased 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.

7. INSURANCE

Licensee, as an agency of the United States Government, is self-insured and shall be considered so in this License.

8. INTERFERENCE

In the event the Licensor determines that the operation of the Improvements by Licensee caused 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 Licensor after thirty (30) days written notice and demand, this BOA shall be subject to termination. 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

In accordance with 41 U.S.C. 15, 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 assumes all the obligations under this License Agreement and is in a position to fully perform all obligations that may exist under this Agreement. The previous Licensor waives all rights under this BOA against the Licensee. Nothing in this Agreement shall relieve the parties from compliance with any Federal law.

13. DISPUTES

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

ATTACHMENT 1

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PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Type	<u>Circle as applies.</u>	
Small Business	Yes	No
Small Disadvantage	Yes	No
Large Business	Yes	No
Woman Owned	Yes	No

Tax Identification Number (mandatory) _____

Licensor DUNS Number (mandatory) _____

FINANCIAL INSTITUTION INFORMATION (mandatory)

Licensor ACH Point of Contact Name _____

Licensor ACH POC Phone Number _____

Bank Name _____

Type of Account _____

9-Digit Routing Number _____

Depositor Account Number _____

Depositor Account Title _____

(Revised 7/22/2003)
Standard BOA Attachment 2 – Fee

FBI Division: San Francisco
Site Name: Mt. Pise
Site Number: B06-014
License Exp. Date: 09/30/2014

ATTCHMENT 2

Licensee shall pay an all inclusive rental fee of \$ 935.73 per month to the Licensor for the use of the Licensed Premises upon the execution of the license agreement of both parties. 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 52.232-1 Prompt Payment Act; 5 Late Penalties 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 rent shall be increased by 3% over the rent paid during the preceding term for each renewal period.

The below amounts represent the present \$668.53 per month plus the sharing costs mentioned in your letter of December 9, 2003 of \$32,064 over the 10 year term.

Year 1 \$ <u>935.73</u> /month	Year 6 \$ <u>1,084.77</u> /month
Year 2 \$ <u>963.80</u> /month	Year 7 \$ <u>1,117.31</u> /month
Year 3 \$ <u>992.72</u> /month	Year 8 \$ <u>1,150.83</u> /month
Year 4 \$ <u>1,022.50</u> /month	Year 9 \$ <u>1,185.35</u> /month
Year 5 \$ <u>1,053.17</u> /month	Year 10 \$ <u>1,220.92</u> /month

ATTACHMENT 3
SITE INFORMATION

Date Executed: October 1, 2004

Site Name: Mt. Pise

Site Number: B06-014

Type of Structure: Guyed poles

Above Mean Sea Level (AMSL): 1987 ft.

Tower Height (AGL): 70 ft.

Latitude: 37-27-21.5 N

Longitude: 122-20-23 W

Please provide the following information that applies to this site. List any Structure that is Bureau owned.

For Site Access Call: Steve Dupree Phone Number: 650-363-4443

Site Management Co. San Mateo County Phone Number 650-363-4326

Site Management Co. Address: 455 County Center, 5th Floor, Redwood City, California 94063

Land Owner San Mateo County Phone Number 650-363-4326

Land Owner Address : 455 County Center, 5th Floor, Redwood City, California 94063

Building Owner San Mateo County Phone Number _____

Building Owner Address : 455 County Center, 5th Floor, Redwood City, California 94063

Tower Owner San Mateo County Phone Number 650-363-4326

Tower Owner Address : 455 County Center, 5th Floor, Redwood City, California 94063

Utilities Provider San Mateo County / Pacific Gas & Electric

Party responsible for payment of utilities San Mateo County

Party responsible for road maintenance _____ Phone Number _____

Other Specific Site or Lease Information: _____

If phone lines connected to DOJ equipment at this site exist or may exist in the near future, please provide the following information:

On Site Phone #: None DOJ Circuits #'s Located at this site: Sprint PL # 269940

On site Private Line #, Circuit # or Account #(If no DOJ circuits installed) _____

Phone # Closest to the Site (If No Phone or circuit information for the site) _____

Address of Phone # Closest to the Site: _____

Detailed Street Address of Site: 12858 Skyline Blvd, Redwood City, CA 94062

(NOT DIRECTIONS - Must Have Zip code)

**ATTACHMENT 3
SITE INFORMATION**

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	Station #1	Station #2	Station #3	Station #4	Station #5
Equipment Type	<u>MSF5000</u>	_____	_____	_____	_____
Transmit Power	<u>110 W</u>	_____	_____	_____	_____
Antenna Type	<u>PD220</u>	_____	_____	_____	_____
Antenna AGL	<u>70 FT</u>	_____	_____	_____	_____
Top or Side Mount	<u>TOP</u>	_____	_____	_____	_____
Antenna Azimuth	<u>OMNI</u>	_____	_____	_____	_____
Feedline Size	<u>1/2"</u>	_____	_____	_____	_____
Feedline Length	<u>80 FT</u>	_____	_____	_____	_____
Transmit Frequency	<u>167.6875 MHZ</u>	_____	_____	_____	_____
Receive Frequency	<u>162.6375 MHZ</u>	_____	_____	_____	_____

Other DOJ Property Located at This Site: None

Directions to Site: 280 south to 92 west to Skyline south

Site Station Configurations and General Comments: A2 Voted repeater on SF Admin System