

MARIN GENERAL SERVICES AUTHORITY

27 Commercial Blvd., Suite C, Novato, CA 94949

Phone: (415) 883-9100 FAX: (415) 883-9155

MEMORANDUM

DATE: March 9, 2006

TO: MGSA Board of Directors

FROM: Martin J. Nichols, Executive Officer

SUBJECT: AGENDA ITEM E: APPROVAL OF POLE ATTACHMENT AGREEMENT WITH NEXTG NETWORKS (*CONTINUED FROM JANUARY 2006 MEETING*)

Recommended Action: Authorize the Executive Officer to execute a Pole Attachment and Facility Use Agreement with NextG Networks of California.

Background:

NextG has provided a contact with another agency for members to call regarding the impact of NextG services as existing cellular tower contracts (Mr. Joe Morris, Telecommunications Manager, City of Atlanta, Georgia, 404-330-6504). I have also discussed the contract with the Joint Services Oversight Committee.

The NextG Networks agreement's basic terms are:

1. Pole Rent

NextG will pay \$500 per year per pole plus a five percent of gross revenues franchise fee.

	<u>Annual SLJPA Revenue</u>
• Poles – 50 to 100 – 100 poles at \$500 =	\$50,000
• Franchise Fees	\$30,000

Each pole will generate \$500 per month of which the JPA gets 5%

2. PG&E Power

They do have a power agreement with PG&E (letter attached).

3. Metricom Devices

They will remove and dispense of Metricom devices on poles they use.

4. Land Use

They understand that they need local permits.

5. Nonexclusive Franchise

Our agreement is nonexclusive.

6. Bankruptcy

They have agreed to language to protect our interests.

7. Use of Network

They are willing to give us access to their network.

Mr. Byers has reviewed the applicable PG&E tariff and the letter from PG&E to NextG on this issue. Together with the indemnity language in the contract, Mr. Byers is satisfied that the MGSA is protected.