



East Bay Regional Communications System Authority



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

FINANCE COMMITTEE MEETING

NOTICE OF REGULAR MEETING

DATE: June 2, 2017

TIME: 11:00 a.m.

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

AGENDA

1. Call to Order/Roll Call
2. Public Comments (Meeting Open to the Public):
At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.
3. Approval of Minutes of the March 17, 2017, Finance Committee Meeting.
4. Service Agreement with Motorola Solutions Inc. for System Support.
5. Expansion of Alameda County East Cell to 12 Channels.
6. Purchase of Motorola Inter Sub-System Interface SSI 8000.
7. Purchase of Licenses necessary for EBRCSA Subscriber Radios.
8. Budget Review FY 2017/2018.
9. Discussion of Lease with East Bay Municipal District for three EBRCSA Sites.
10. Receive an update concerning the RFP regarding the Multi-Year Plan of System Equipment Replacement and Upgrade.
11. Agenda Items for Next Meeting
12. Adjournment

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

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the EBRCSA at (925) 803-7802 at least 72 hours in advance of the meeting.

I hereby certify that the attached agenda was posted 72 hours before the noted meeting.

A handwritten signature in black ink that reads "Tom McCarthy". The signature is written in a cursive, slightly slanted style.

Tom McCarthy, Executive Director

May 26, 2017



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 3.

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: June 2, 2017**

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

FROM: Tom McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Approval of March 17, 2017 Regular Finance Committee Meeting

RECOMMENDATIONS:

Approve the minutes of the March 17, 2017 Regular Finance Committee Meeting.

SUMMARY/DISCUSSION:

The Finance Committee will consider approval of the minutes of the March 17, 2017 Regular Finance Committee Meeting.

RECOMMENDED ACTION:

It is recommended that the Committee approve the minutes of the March 17, 2017 Regular Finance Committee Meeting.



East Bay Regional Communications System Authority



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FINANCE COMMITTEE MEETING

REGULAR MEETING

DATE: March 17, 2017

TIME: 11:00 a.m.

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

MINUTES

1. Call to Order/Roll Call: 11:00 a.m.

Committee Members:

T. Anderson, Police Chief, East Bay Regional Parks District
D. Twa, County Administrator, Contra Costa County
J. Calabrigo, Town Manager, Town of Danville
S. Perkins, Councilmember, City of San Ramon
C. Silva, Councilmember, City of Walnut Creek

Staff:

T. McCarthy, Executive Director

Public:

E. Woo, Dir. Department of Information Technology, Contra Costa County
G. Poole, Motorola

2. Public Comments: None.

3. Approval of Minutes of the May 2, 2016 and November 4, 2016, Finance Committee Meetings

Bm. Perkins asked for clarification on this item as the agenda stated minutes from the "May 2, 2016" meeting, but the attached minutes were from the "May 20, 2016" meeting. It was confirmed the meeting was May 20, 2016.

On motion of Bm. Perkins, seconded by Bm. Twa and by unanimous vote, the Committee approved the minutes of the Finance Committee meeting of May 20, 2016.

On motion of Bm. Twa, seconded by Bm. Calabrigo and by unanimous vote, the Committee approved the minutes of the Finance Committee Meeting of November 4, 2016.

4. Discussion on the East Bay Municipal Utility District Lease of the Seneca Site Property

Director McCarthy presented the Staff Report and explained East Bay Municipal Utility District (EBMUD) was now a client of Meyers Nave on a labor case, causing a conflict of interest for Meyers Nave in discussing the leases of three EBMUD sites with System equipment. Deconfliction paper work had been drawn up and had been signed by the Executive Director. Meyers Nave was now waiting for EBMUD to sign its deconfliction paperwork. The paperwork stated that Meyers Nave could represent both clients. He had not been able to speak to Robin Donoghue of Meyers Nave to get the report that was completed the day before the conflict was discovered.

Bm. Calabrigo asked if the Executive Director had detailed notes from Bm. Andersen regarding her meeting with Bm. Haggerty and EBMUD Boardmembers Mellon and Coleman.

Director McCarthy stated he did have emails from both Authority Boardmembers, and they had allowed him to share them at this meeting. EBMUD wanted the Authority to exchange equipment for lease payments for sites on EBMUD property, but this involved the use of public funds. The legality of an exchange process needed to be reviewed in terms of the covenants of the bonds. The funding was set on a particular model. That was one of the questions of which he was waiting to get a response from Meyers Nave.

Bm. Calabrigo stated when it was discussed last year, he was in favor of accepting EBMUD's lease terms. But now he was of the opposite position. As a member of the Finance Committee, he was not going to recommend approving these leases, and personally, he was not going to recommend it to the full Board. He wanted to know what would happen if they did not renew the leases on the sites. EBMUD was treating the Authority as a commercial cellular provider, and that was wrong. Bms. Haggerty and Andersen's emails stated EBMUD was retaining two thirds of an acre at Seneca, and in their opinion, it was worth \$250,000-\$300,000. Bms. Haggerty and Andersen had asked about the possibility of the Authority purchasing the site and EBMUD's response was that they could be making \$50,000 a year on that site by leasing to a commercial carrier. Other public agencies share sites on their respective properties and are able to distinguish between a public safety provider and a commercial carrier. From a long-term perspective, if they wanted to sell the Authority the site, he would be supportive of that. What Bm. Andersen indicated in her email, that they left the meeting with EBMUD agreeing that EBMUD would look at the possibility of co-locating commercial carriers at the three sites, which might help them generate the revenue they needed. She believed there was political will on the part of the EBMUD Boardmembers that they had spoken to, to at least see if there was some further compromise. She indicated she did not believe the Authority would get the sites for free, but was hopeful the Authority would be able to negotiate something significantly less than what was the current demand. She also stated

that EBMUD General Manager Alex Coate would contact Director McCarthy within two weeks.

Chair Anderson asked if Director McCarthy had reached out to the Catholic Diocese regarding the Seneca site?

Director McCarthy stated he had not.

Bm. Perkins asked what would be the cost to de-establish the site and establish a new site to replace it, relatively close. He knew it was expensive but a long-term contract of this size was also expensive.

Director McCarthy stated the equipment alone for a site, was just under \$700,000. There were environmental measures to complete. Building a site would take months. The Authority would be building and moving for about a year.

Bm. Perkins asked if the sites were de-established, then established in close proximity, what would be a rough cost estimate?

Bm. Calabrigo stated that if the Seneca site was not desired by other commercial users, then why not buy the site from EBMUD. In respect to the other sites, if the current System coverage works better than they thought it would, did the Authority still need all three sites?

Director McCarthy stated the sites had the antennas and microwave dishes, then there were shelters right alongside at these sites, for channel capacity for that area; a generator and back-up batteries. Some of the co-location issues, in terms of shelters, were at Pearl, the shelter that the Authority inherited could handle a commercial carrier. At Seneca, the shelter was not built for expansion. There were built to add a rack or two but not enough to handle another carrier.

Bm. Woo stated there was not a high demand for these sites by commercial carriers.

Director McCarthy stated that during a recent tour at the Seneca site, he noticed EBMUD had an antenna there, and their engineers did not want to lose that site. He was not sure what the antenna was used for.

Chair Anderson asked what this item was asking.

Director McCarthy stated this item was to provide the Committee members with the additional emails from Bm. Haggerty and Silva.

This item would not be taken to the full Board at this point.

Bm. Silva asked how long it would take Director McCarthy to not only estimate the cost of relocation but a project plan to show that the Authority was prepared to go

Director McCarthy stated he would be getting assistance from Alameda and Contra Costa County radio shops to answer that request.

5. Discussion of Renewal/Extension of Motorola Contract

Director McCarthy presented the Staff Report and explained that this item would recommend to the full Board, approval of an addendum to the Motorola contract; for term only.

Bm. Perkins asked for a financial impact statement in future staff reports.

Director McCarthy agreed to provide that information in future staff reports.

On motion of Bm. Silva, seconded by Bm. Twa and by unanimous vote, the Committee recommended the item, Renewal/Extension of Motorola Contract, be taken to the full Board for approval.

6. Discussion of Policy and Procedure of Donor radios

Director McCarthy presented the Staff Report and explained there was now software that allowed you to take your smart phone and utilize it as a radio. The issue with this is that some companies, such as ambulance companies, and fire departments are looking to utilize this wave technology, by taking what is called a donor radio, using one radio to remotely link into the System's master site, have the server that runs the wave technology at their location, and they control how many devices come on to the System, via that donor radio. It allows a backdoor into the System, that is not monitored or controlled. He would like to have a policy to prohibit the use of donor radios.

Bm. Calabrigo stated he was in agreement with the policy. The System is financed based on an assumption that the Authority will have so many subscriber units that would be operating on the System every year. From a capacity standpoint, does the use of donor radios affect the number of other subscriber units that can be on the System, that are paying for the System.

Director McCarthy replied no, because it is only seeing that one radio when transmission is being done.

Bm. Perkins asked if a group has 47 radios but one of them is using 28 times the amount of bandwidth, or usage, than the other 46 radios, then you know it is a donor radio.

Bm. Woo stated you would be able to see the high use of that particular donor radio.

Bm. Calabrigo asked would the Authority be concerned if an agency had 200 subscriber units for which they pay, and use donor radios? It sounded like yes. What is to keep anyone on the street from hacking into the System?

Chair Anderson asked how was it that any device can get into the System without the Authority's permission?

Bm. Woo stated each radio had a code, and the Authority controlled it.

Bm. Perkins stated they are hacking into a System's radio, like a gateway. It also creates a vulnerability that we need to be aware of.

Chair Anderson stated the policy would not allow this.

Director McCarthy stated, yes. That a member agency could not use a donor radio to bring any infrastructure into the System's core.

Bm. Perkins stated he would write it so that only authorized radios were allowed on the System. No interconnect to those radios is allowed.

Bm. Calabrigo asked if, from a technological perspective, was there any way to prevent this?

Director McCarthy stated they needed to monitor radio usage.

Bm. Calabrigo asked if there was a way to encrypt, or keep this from happening?.

Bm. Woo stated no.

Director McCarthy stated an option to this, since agencies were asking for this, was to put the wave system into the System's site and charge per unit connected. In other words, rather than using a donor radio, the Authority would hardwire the technology into the master site and avail that to its agencies.

Bm. Calabrigo asked what was the advantage to doing that as opposed to adding radios?

Director McCarthy stated it would give the member agency the option to, instead of spending \$6,000 for a radio, they could utilize a smart phone for someone like a Fire Marshall that was doing inspections, thus cutting down that cost. There would still be a cost for the connection.

Chair Anderson asked if it had the same capabilities, why would they not be charged the same?

Director McCarthy stated it had limited number of channels that you can connect. It does not have all the channels.

Chair Anderson stated that now you were talking about a tiered system.

Director McCarthy stated for those that have asked about donor radios, he told them the Authority would charge the same fee. They were fine with that fee. The policy would say, donor radios cannot be used to access this system.

The Committee members agreed that a policy was needed to deal with donor radios. Director McCarthy would be working to bring one forward.

7. Discussion concerning the City of Benicia Police Department joining EBRCSA as a customer

Director McCarthy presented the Staff Report and explained he had met with agencies in Solano County. They were developing a radio system, but in the interim, the City of Benicia had now crashed three times in the last four weeks. They have been using loaner Authority radios from Contra Costa County OES. They have requested to come on the System, not as a JPA member, but as a customer that would pay the \$200 per radio to join, and the \$40 a month, for two years to see how their radio system develops.

Chair Anderson asked of the Authority now had any customers that were not members.

Director McCarthy stated, that there were some members that should not be members but should be customers, for example, Contra Costa Sanitary District, Union City Water.

Chair Anderson stated these agencies were not members, but they were using the radios. It was not a new precedence.

Bm. Silva asked how many radios would they need?

Director McCarthy stated Benicia Police had 30, the Fire Department had 12; forty-two radios for two years.

Bm. Silva asked if they would pay for the consoles and all installation costs?

Director McCarthy stated yes, they would pay all those costs, as they would be able to use all this equipment with their system once it was built. They would pay the \$200 membership fee in addition to the subscriber costs.

Bm. Silva asked what was the benefit and what was the downside to the Authority to agree to this?

Chief Anderson stated the benefit would be goodwill.

Bm. Woo stated there would be interoperability, for example between Martinez Police and Benicia.

Bm. Calabrigo stated it raised a broader policy question. It would take the Authority into another county. But from a policy perspective, what other agencies were surrounding the two Counties. These surrounding agencies were behind, and how capable was the Authority in supporting them and for how long?

Director McCarthy stated the Sheriff of Solano County had purchased a core designed to take over dispatch of all the agencies, and run a centralized dispatch center, without notifying the other agencies in the County. Now there was discussion amongst all the

Solano County agencies. Solano County was one of the three original Counties involved when building this System and they did contribute money for CTA to do the analysis. At the time, the County had stand alone agencies, that wanted to be part of the Authority, and they were left out. Now Solano County had come to the Authority asking how to move forward and they needed a lifeline. They would purchase all the equipment needed.

Bm. Calabrigo suggested the Authority enter into a two-year agreement and that any and all revenue that was generated would go into a Capital Replacement fund. A broader policy discussion was needed regarding providing assistance to surrounding agencies.

Chair Anderson stated he agreed with a two-year trial. It gave the Authority a back door if Vallejo, Fairfield or American Canyon said they wanted to use the System. This could be a model for future agencies joining.

Bm. Silva asked how much of the Executive Chair's time would be used to assist Solano County?

Director McCarthy stated not much, maybe 10 to 20 hours.

Bm. Silva stated they should pay an administrative surcharge. She agreed the revenue received should go into the Capital Replacement fund and the Authority could terminate within a certain number of days.

Chair Anderson stated it sounding like it would be an independent contract, with a single agency, with the Authority, with all the terms discussed and all necessary legal verbiage.

Bm. Calabrigo asked what the Authority was charging for subscriber fees?

Director McCarthy stated there was a \$25 subscriber fee per radio, and \$15 per radio for debt service. They would be charged both, just like any other customer that did not pay the debt service up front.

Bm. Silva asked if those fees were similar to any member. There should be a surcharge because they had the benefit of the System.

Bm. Perkins stated the Authority needed to recover all of its costs, plus membership and user costs, plus a non-member surcharge for administration and expenses. This would be a temporary situation and the contract needed to be written in such a way that there was a great incentive for them to get off the System at the end of the contract. Maybe a financial clause that would encourage them to get off in a timely manner.

Director McCarthy stated any work done by either Alameda or Contra Costa County IT Departments would be directly billed to Solano County.

Chair Anderson stated the Committee's direction to Director McCarthy was to draft an agreement with non-resident customer, City of Benicia, for their radios, with a 2-year

period, as a public safety customer on the Authority's System, with the assistance of Meyers Nave. It would be brought back to the Finance Committee for review.

8. Provide information concerning a telephone call from Bay Area Rapid Transit

Director McCarthy explained he had received a call from Bay Area Rapid Transit (BART) regarding keeping connections open and this was merely advising the Committee that he would be in contact with BART and would bring forward any necessary information to the Committee and full Board.

9. Receive and update on Urban Area Security Area Grant and State Homeland Security Assessment Grant Program Funding

Director McCarthy stated the Authority had not received grant funding in this latest round because there had been a hand shake agreement between the two Counties' Sheriffs that Alameda County would get 60% of grant funding when a project came up, and Contra Costa would get 40%. Contra Costa County had not given that 60% funding to Alameda County for the past three years. There would be discussion between the two Counties to try to work this out.

10. Receive an update concerning the RFP regarding the Multi-Year Plan of System Equipment Replacement and Upgrade

Director McCarthy stated he was going to approach Alameda County for assistance in distributing this RFP. He did not have the infrastructure for distribution of the RFP.

Bm. Calabrigo suggested funds be allocated to provide the assistance required to get the RFP completed. The Authority could separate out land costs, and looked at equipment and asset inventory, was there a simple way for budget and planning purposes to identify what a target is that should be set aside on an annual basis for capital replacement. Was there a way Bm. Woo could work with the vendor to come up with a dollar amount for replacement.

Director McCarthy stated they must also take into account, changing technology. Looking at battery replacement and antenna tower is one thing, but there is also "where is this going in the future."

Bm. Perkins stated that was where he was going with the two stage version.

Bm. Calabrigo asked if Bm. Woo could do the report?

Bm Woo stated he could do the Contra Costa County part, but he would need his counterpart in Alameda County to do Alameda County's. He said there were four components to a report: infrastructure, microwave, Motorola radio, base station equipment, and service, licensing.

Bm. Perkins asked in what portion would the consoles fit.

Bm. Woo stated it would be in the Motorola radio, base station equipment portion.

Bm. Calabrigo stated he believed the consoles would be replaced with each agency.

Bm. Perkins stated that was only for new installations.

Bm. Calabrigo stated if Bm. Woo and his counterpart in Alameda County could do this report, it would be reasonable for the Authority to compensate them for their time. He would rather do it that way.

Director McCarthy stated he would also need to speak to County Administrators Twa and Muranishi to request utilization of their resources.

The Committee agreed to have Director McCarthy speak to Bm. Woo's counterpart in Alameda County to see if he could participate in compiling the report and then take it to the full Board to approve that approach.

11. Agenda Items for Next Meeting:

None.

12. Adjournment

With no further business coming before the Committee, the meeting was adjourned at 12:15 p.m.



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AGENDA ITEM NO. 4

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: June 2, 2017**

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

FROM: Thomas G. McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Services Agreement with Motorola Solutions Inc. to provide System support, System assistance, and training for technicians in Alameda and Contra Costa counties

RECOMMENDATIONS:

Review and if Committee agrees make a recommendation to the Board of Directors to continue the Services Agreement with Motorola Solutions Inc. to continue System support, System assistance, and technician training for the EBRCSA System

SUMMARY/DISCUSSION:

Representatives from Alameda and Contra Costa counties and EBRCSA staff have been working with Motorola Solutions Inc. ("Motorola") since the EBRCSA System was completed to develop both a maintenance/service plan as well as a software lifecycle technology refresh for the EBRCSA. Motorola successfully completed the second System upgrade in March of 2016 and migrated the System to software version 7.15. As part of the upgrade the computer servers at the master site controller were replaced. The ongoing maintenance of the System is the responsibility of the technicians in both counties as the System components warranties expire. While the technicians have received training on the maintenance and trouble shooting of the System

components, there have been changes associated with the System upgrade that will require additional training. The next system upgrade will occur in 2018, the date is still pending. EBRCSA is fortunate to have a Motorola Service Team that we know and is familiar without Master Site, Shelters (where we house equipment), and dispatch centers. I have been relying on their expertise and tools to provide reports on the system thus ensuring we stay ahead of issues, i.e.; the expansion of the Alameda County East Cell to prevent busy signals to operators. System support and training for the technicians. The technicians have been an integral part of the EBRCSA System maintenance and System administration and training as components of the system are in need of repair or replacement.

The proposed Services Agreement (Attachment "A") is structured with a not to exceed amount of \$248,256.84. The agreement provides flexibility in that the hours are billed for actual time on the project and are coordinated with the technical staff in each county to insure the maximum benefit of having the Motorola System Manager and Technician available.

FINANCIAL IMPACT:

The Contract Extension is included as part of the EBRCSA 2017/2018 Budget Operating Expenses.

RECOMMENDED ACTION:

It is recommended that your Committee recommend to the Board of Directors a resolution approving a Services Agreement with Motorola Solutions Inc. to provide System Management, and authorizing the Chair to sign and the Executive Director to implement the agreement. The funding to provide the technical support is in the maintenance budget.

Attachment: "A"



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001027089
 Contract Modifier:

Date: 05/23/2017

Company Name:	East Bay Regional Communications System Authority
Attn:	
Billing Address:	4985 Broder Blvd
City, State, Zip:	Dublin, CA, 94568
Customer Contact:	Tom Mccarthy
Phone:	(510)225-5930

Required P.O.: No
 Customer #: 1036520494
 Bill to Tag #: 0001
 Contract Start Date: 07/01/2017
 Contract End Date: 06/30/2018
 Anniversary Day: Jun 30th
 Payment Cycle: IMMEDIATE
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0080A	***** Recurring Services ***** SP - SYSTEM MANAGER SITE(S)	\$20,688.07	\$248,256.84
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$20,688.07
			Subtotal - One-Time Event Services	\$.00
			Total	\$20,688.07
			Taxes	-
			Grand Total	\$20,688.07
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MOTOROLA WEST ADJUSTMENT D0175			SAN DIEGO	CA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

 MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Kent Martin 619-203-3795

 MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement; or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED**

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



**East Bay Regional
Communications
System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

AGENDA ITEM NO. 5

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: June 2, 2017**

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

FROM: Thomas G. McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Expansion of Alameda County East Cell to 12 (twelve) Channels

RECOMMENDATIONS:

Review and if Committee agrees make a recommendation to the Board of Directors to expand the Alameda County East Cell from 10 (ten) to 12 (twelve) channels.

SUMMARY/DISCUSSION:

The East Bay Regional Communication System Authority (“EBRCSA”) currently operates with 10 (ten) channels in the Alameda County East Cell. The status of this site is monitored on a monthly basis to ensure that we remain within acceptable tolerances for the number of times when an operator has to wait to access a channel to transmit. We are preparing for the future by adding 2 (two) channels increasing it to 12 (twelve) channels. We have been experiencing busy signals due to the number of Police and Sheriff Unit’s transporting arrests to Santa Rita Jail. We will be maximizing the number of channels available to ensure in times of need we have available channels for transmission.

We were awarded \$350,000.00 in a 2015 State Homeland Security Grant (SHSGP) for the expansion of the ALCO East Cell. The total cost of the project is \$355,583.00. The remaining cost of \$5,583.00 is included in the EBRCSA 2017/2018 Budget.

FINANCIAL IMPACT:

The 2017/2018 EBRCSA Budget has a line item included for the 2 Channel expansion of the ALCO East Cell. The \$350,000.00 in 2016 UASI Grant Fund and the remaining \$5,583.00 are included in the recommended EBRCSA Budget for FY 2017/2018, Operating Expenditures.

RECOMMENDED ACTION:

It is recommended that the Committee recommend to the Board of Directors the expansion of 2 (two) channels in the Alameda County East Cell of Alameda County creating a 12 (twelve) channel cell.

Attachment: "A"

May 23, 2017

Mr. Tom McCarthy
East Bay Regional Communications System Authority
4985 Broder Blvd.
Dublin, CA 94568

Re: Alameda County East Cell Expansion

Dear Mr. McCarthy

Motorola Solutions ("Motorola") is pleased to provide you with this firm-fixed Proposal to expand the Alameda County East Cell from 10 to 12 channels. The Proposal includes the equipment and services required to add two channels to the sites located at Doolan, East Dublin BART, Patterson Pass and Sunol.

Once again, the Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value. To best meet EBRCSA's functional and operational specifications, Motorola's solution includes a combination of hardware, software, and services specified in Section 1-1 of the Proposal.

As you know, under Section 3.4 of the Communications System Agreement (CSA), dated July, 7, 2009, and extended July 6, 2012, between EBRCSA and Motorola (the "CSA"), EBRCSA may purchase additional goods and services from the CSA. Motorola's proposal is based on the assumption that EBRCSA will use this right under Section 3.4 of the CSA for the proposed transaction. Therefore, as in the past, EBRCSA may accept the proposal by executing a Change Order to the current CSA that we have prepared for you.

Motorola will be pleased to address any questions you may have regarding this proposal. Please direct any questions to your Motorola Senior Account Manager, Gordon Poole at (408) 306-5622. This proposal shall remain valid until June 27, 2017. Motorola appreciates your continued confidence in our company, products, and services.

We look forward to continuing our relationship and implementing this project with EBRCSA

Sincerely,

Motorola Solutions, Inc.



Michael De Benedetti
Area Sales Manager, Northern California

ALAMEDA COUNTY - EAST CELL CHANNEL EXPANSION



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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SYSTEM DESCRIPTION

1.1 SOLUTION DESCRIPTION

This proposal provides the equipment required to add two additional FDMA channels to the Alameda County (ALCO) East Cell. This solution will increase the current channel count from ten (10) channels to twelve (12) channels at the ALCO East Cell simulcast RF sites (Doolan, Sunol Ridge, East Dublin BART, and Patterson Pass). In addition to the GTR8000 base radio equipment, one additional GCM8000 comparator to support the addition of two RF channels will be added at the prime site (Doolan).

This proposal also includes the items below to allow EBRCS to install the stations and power up the GTR8000 base radios and GCM8000 comparator equipment prior to Motorola's final optimization:

- Three 20A DC breakers for the DC distribution panel for the additional comparator and base radios at the Doolan Prime Site.
- Two 20A DC breakers for the remote sites, Sunol Ridge, East Dublin BART, and Patterson Pass RF cabling and connectors for the Transmit and Receive connections to the new Base radios.

Note: At the time of this proposal, Motorola's understanding is that:

- EBRCSA will install (cold install) and will power up the new equipment prior to Motorola technical staff starting optimization.
- The Frequencies are being provided by EBRCS and will be +150Khz from the existing EBRCS ALCO East cell channels. This is important because it allows EBRCS to use the existing combining and antennas. No new combining or antenna has been included in this proposal.

1.2 EQUIPMENT LIST

Motorola has proposed the below equipment to be included as part of this proposal:

Table 1-1: Proposed Equipment List

SITE	QTY	NOMENCLATURE	DESCRIPTION
DOOLAN PRIME	1	T7321	GCM 8000 COMPARATOR
DOOLAN PRIME	2	CA01183AA	GCM 8000 COMPARATOR
DOOLAN PRIME	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
DOOLAN PRIME	1	CA01400AA	ADD: POWER CABLE, DC
DOOLAN PRIME	1	X153AW	ADD: RACK MOUNT HARDWARE
DOOLAN PRIME	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
DOOLAN PRIME	1	CA03111AA	ADD: CEC COMPLIANCE
DOOLAN	1	T7039	GTR 8000 Base Radio
DOOLAN	1	CA00855AA	ADD: 700/800 MHZ



SITE	QTY	NOMENCLATURE	DESCRIPTION
DOOLAN	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
DOOLAN	1	CA01400AA	ADD: POWER CABLE, DC
DOOLAN	1	X153AW	ADD: RACK MOUNT HARDWARE
DOOLAN	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
DOOLAN	1	CA03111AA	ADD: CEC COMPLIANCE
DOOLAN	1	T7039	GTR 8000 Base Radio
DOOLAN	1	CA00855AA	ADD: 700/800 MHZ
DOOLAN	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
DOOLAN	1	CA01400AA	ADD: POWER CABLE, DC
DOOLAN	1	X153AW	ADD: RACK MOUNT HARDWARE
DOOLAN	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
DOOLAN	1	CA03111AA	ADD: CEC COMPLIANCE
DOOLAN	1	DSTRAK91061	FOUR PORT DDM
SUNOL RDG	1	T7039	GTR 8000 Base Radio
SUNOL RDG	1	CA00855AA	ADD: 700/800 MHZ
SUNOL RDG	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
SUNOL RDG	1	CA01400AA	ADD: POWER CABLE, DC
SUNOL RDG	1	X153AW	ADD: RACK MOUNT HARDWARE
SUNOL RDG	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
SUNOL RDG	1	CA03111AA	ADD: CEC COMPLIANCE
SUNOL RDG	1	T7039	GTR 8000 Base Radio
SUNOL RDG	1	CA00855AA	ADD: 700/800 MHZ
SUNOL RDG	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
SUNOL RDG	1	CA01400AA	ADD: POWER CABLE, DC
SUNOL RDG	1	X153AW	ADD: RACK MOUNT HARDWARE
SUNOL RDG	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
SUNOL RDG	1	CA03111AA	ADD: CEC COMPLIANCE
SUNOL RDG	1	DSTRAK91061	FOUR PORT DDM
E DUBLIN	1	T7039	GTR 8000 Base Radio
E DUBLIN	1	CA00855AA	ADD: 700/800 MHZ
E DUBLIN	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
E DUBLIN	1	CA01400AA	ADD: POWER CABLE, DC
E DUBLIN	1	X153AW	ADD: RACK MOUNT HARDWARE
E DUBLIN	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
E DUBLIN	1	CA03111AA	ADD: CEC COMPLIANCE
E DUBLIN	1	T7039	GTR 8000 Base Radio
E DUBLIN	1	CA00855AA	ADD: 700/800 MHZ
E DUBLIN	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
E DUBLIN	1	CA01400AA	ADD: POWER CABLE, DC
E DUBLIN	1	X153AW	ADD: RACK MOUNT HARDWARE
E DUBLIN	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
E DUBLIN	1	CA03111AA	ADD: CEC COMPLIANCE
E DUBLIN	1	DSTRAK91061	FOUR PORT DDM
PATTERSON	1	T7039	GTR 8000 Base Radio
PATTERSON	1	CA00855AA	ADD: 700/800 MHZ

SITE	QTY	NOMENCLATURE	DESCRIPTION
PATTERSON	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
PATTERSON	1	CA01400AA	ADD: POWER CABLE, DC
PATTERSON	1	X153AW	ADD: RACK MOUNT HARDWARE
PATTERSON	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
PATTERSON	1	CA03111AA	ADD: CEC COMPLIANCE
PATTERSON	1	T7039	GTR 8000 Base Radio
PATTERSON	1	CA00855AA	ADD: 700/800 MHZ
PATTERSON	1	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTW
PATTERSON	1	CA01400AA	ADD: POWER CABLE, DC
PATTERSON	1	X153AW	ADD: RACK MOUNT HARDWARE
PATTERSON	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
PATTERSON	1	CA03111AA	ADD: CEC COMPLIANCE
PATTERSON	1	DSTRAK91061	FOUR PORT DDM
ALL SITES	300	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
ALL SITES	30	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
ALL SITES	400	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY
ALL SITES	40	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED
ALL SITES	10	DSSP4KHAM20B1A	BREAKER 20A



STATEMENT OF WORK

Motorola is proposing to East Bay Regional Communications System Authority (EBRCSA) the installation and configuration of the following equipment at the specified locations as shown in Table 2-1.

Table 2-1: Major Equipment by Site

Site Name	Major Equipment
Doolan – Prime Site	Two (2) Comparators, rack mounts
Doolan – Collocated Remote Site	Two (2) GTR8000 @ 700 MHZ, cabling, power breakers
Sunol Ridge – Remote Site	Two (2) GTR8000 @ 700 MHZ, cabling, power breakers
East Dublin – Remote Site	Two (2) GTR8000 @ 700 MHZ, cabling, power breakers
Patterson – Remote Site	Two (2) GTR8000 @ 700 MHZ, cabling, power breakers

2.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Order, Manufacture and Ship the contracted equipment.
- Perform configuration of the Motorola supplied equipment described above.
- Schedule the cutover in agreement with EBRCSA.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide EBRCSA with the appropriate system interconnect specifications.

2.2 EBRCSA RESPONSIBILITIES

EBRCSA's general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Perform installation of the Motorola supplied equipment at the ALCO East Cell RF sites.
- Coordinate the activities of all EBRCSA's vendors or other contractors.
- Assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola.



2.3 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. Prior to the delivery of this project, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of EBRCSA.
- Approved FCC licensing provided by EBRCSA.
- Frequencies for the system have not been finalized based on inputs from EBRCSA and CSI. Therefore, the Control Channel (CC) and Base Station Identifier (BSI) may have to be reconfigured depending on the final frequencies.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of EBRCSA.
- Any required system interconnections not specifically outlined here will be provided by the EBRCSA. These may include dedicated phone circuits, microwave links or other types of connectivity.
- The proposed 700 MHz GTR 8000 Base Radio design assumes there is a minimum transmitter frequency spacing of 150 kHz between any two carriers for each combiner configuration.
- No coverage guarantee is included in this proposal.
- Additional spares have not been included in this proposal.
- No additional Transmit Combining or Receive equipment is included in this proposal
- Motorola's proposed solution assumes that there is sufficient power existing at the affected sites to support the additional equipment.
- Motorola proposed equipment assumed that additional combiner and multicoupler ports are available to accommodate the channel add-on. Any combiner and/or multicoupler upgrades and modifications are the responsibility of EBRCSA.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the EBRCSA's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

2.4 WARRANTY SERVICES

Motorola will provide Warranty Services per our Standard Warranty terms and conditions as outlined within the Contract Documentation section within this proposal. In addition to the Standard Commercial Warranty, Post Warranty Services for this Channel Expansion project will be added to the current East Bay Regional Communications System Authority (EBRCSA) Maintenance Agreement.

PRICING

3.1 PRICING SUMMARY

Below is a pricing summary table for equipment and services as part of this proposal:

Equipment and Services	Pricing
Equipment:	\$298,493
- Channels Expansion (GTR8000)	
- Comparators (GCM800)	
- Auxiliary equipment (power breakers, cabling)	
Equipment Discount	-\$58,117
Equipment Total after Discount	\$240,376
Estimated Sales Tax on Equipment (9.25%)	\$22,235
Equipment Total after Tax and Discount	\$262,610
Project Services:	\$107,866
- System Integration	
- Warranty Services	
Project Services Discount	-\$14,893
Project Services Total after Discount	\$92,973
Expansion Total	\$355,583

3.2 PAYMENT TERMS

System Invoicing Milestones:

- 25% of the Contract Price due upon contract execution.
- 60% of the Contract Price due upon shipment of equipment.
- 5% of the Contract Price due upon installation of equipment.
- 5% of the Contract Price upon system acceptance or start of beneficial use.
- 5% of the Contract Price due upon Final Acceptance.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

SECTION 4

CONTRACTUAL DOCUMENTATION

Under Section 3.4 of the Communications System Agreement (CSA), dated July, 7, 2009, and extended July 6, 2012, between EBRCSA and Motorola (the "CSA"), EBRCSA may purchase additional goods and services from the CSA. Motorola's proposal is based on the assumption that EBRCSA will use this right under Section 3.4 of the CSA for the proposed transaction. Therefore, EBRCSA may accept the proposal by either issuing a Purchase Order that refers to the CSA and the Motorola proposal, or by executing a Change Order to the current CSA. If you prefer the latter method, Motorola will gladly prepare the Change Order document for execution.





**East Bay Regional
Communications
System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

AGENDA ITEM NO. 6

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: June 2, 2017**

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

FROM: Thomas G. McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Purchase of Motorola Inter Sub-System Interface (ISSI) 8000 for Connection to BART P25 System

RECOMMENDATIONS:

Receive a report from the Executive Director concerning the purchase of Inter Sub-System Interface (ISSI 8000) for East Bay Regional Communications System Authority (EBRCSA) Interoperability with the BART P25 underground radio network. The ISSI 8000 will become the primary form of communication when Firefighters are working underground in BART Stations and tunnels. The current system of Consolettes will provide a redundant method of communicating in the event of system failure of the ISSI 8000. The Finance Committee is being asked to provide the Executive Director with direction in regards to the purchase of the ISSI 8000 which will also be how the San Francisco Fire Department will communicate while in the underground areas of the BART Stations and tunnels. The existing Consolettes will become a redundant system backing up the ISSI 8000 to ensure that the Fire Department working in the BART underground and tunnels and other Public Safety responders have redundancy when they respond underground and remain in communication with their Dispatch Centers.

SUMMARY/DISCUSSION:

The Bay Area Rapid Transit (BART) has their own Police Department and their officers are able to communicate with their dispatch centers via their radio network. BART does not have a fire

department and relies on the Fremont Fire and Oakland Fire Departments to respond to incidents in their stations and tunnels underground. The Consolettes allow these Fire Departments to communicate while underground with the BART underground radio system and the Fremont and Oakland Fire Department Dispatch Centers via the EBRCSA Consolettes. The Consolettes, however, are a single point of failure and Fire Departments responding do not have any other method of communicating underground if the Consolettes stop working. The EBRCSA system is redundant so that if one point fails we have either redundant equipment in place or the system seeks another method of transmitting so that Public Safety can continue to communicate.

The Executive Director is requesting direction regarding the purchase of the Motorola ISSI 8000 which will cost \$349,000.00. The 2016 UASI Grant will provide \$276,881.00 towards the purchase cost of the ISSI 8000.

FINANCIAL IMPACT:

The purchase of the ISSI 8000 will require the part of the cost, \$72,119.00, be paid out of the EBRCSA Capital Expenditure Budget. The ISSI 8000 is included as a line item in the 2017/2018 budget.

RECOMMENDED ACTION:

It is recommended that the Committee recommend to the Board of Directors the purchase and installation of the Motorola ISSI 8000 which will become the method in which BRCSA and BART will connect their radio systems for First Responders operating in the underground areas of BART Stations and tunnels.

Attachment: "A"

ISSI 8000 CONNECTION TO BART P25 SYSTEM PROPOSAL



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May 17, 2017

Mr. Tom McCarthy
East Bay Regional Communications System Authority
4985 Broder Blvd.
Dublin, CA 94568

RE: ISSI 8000 Connection to BART P25 System

Dear Tom:

We are pleased to provide the East Bay Regional Communications System Authority (EBRCSA) with the following firm fixed Proposal to add Motorola's ISSI 8000 solution to the current ASTRO 25 radio system for connection to the BART P25 radio system.

This Proposal provides the equipment and services for the EBRCSA side of the ISSI link. The Proposal does not provide for any equipment or services that may be required for the BART P25 system.

As you know, under Section 3.4 of the Communications System Agreement (CSA), dated July, 7, 2009, and extended July 6, 2012, between EBRCSA and Motorola, you may purchase the goods and services in this Proposal by executing a Change Order to the current CSA.

Motorola will be pleased to address any questions you may have regarding this Proposal. Please direct any questions to your Motorola Senior Account Manager, Gordon Poole at (408) 306-5622.

This Proposal shall remain valid until June 27, 2017. Motorola continues to appreciate our partnership with and your confidence in our company's solutions. We appreciate our continuing relationship and completing this project for EBRCSA.

Thank you.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Michael De Benedetti
Area Sales Manager, Northern California

SYSTEM OVERVIEW

1.1 OVERVIEW

The East Bay Regional Communications System Authority (EBRCSA) currently has a Motorola ASTRO25 7.15 release radio system. EBRCSA has requested a firm proposal to add Inter-Subsystem-Interface (ISSI) to this system for connection to the BART P25 radio system. This solution, when fully implemented by both systems, will allow EBRCSA voice traffic to be heard on the BART P25 radio system using the ISSI 8000 connection.

This proposal provides the hardware and services to implement the EBRCSA side of the ISSI link, including ISSI server and Firewall, and the Automatic Roaming license for one system connection and up to ten (10) talkgroups.

The P25 ISSI standard has been evolving over the last several years. Each vendor offers features that their solution is capable of. It is important to understand that in implementing an ISSI link between different vendors that the feature set is dependent on the features that are considered “in common” between each vendor’s solution.

In addition to being implemented on the system, it is important to consider the impact to the subscriber programming templates in the implementation of the ISSI feature. Motorola’s APX series of subscriber radios are equipped with the ability to automatically roam between P25 systems equipped with ISSI automatic roaming. Motorola’s XTS/XTL series radios require a software upgrade to provide the automatic roaming feature. This proposal does not include those required flashes.

The EBRCS APX subscriber units should be at the 7.15 release or later.

The Harris ISSI solution does not support automatic roaming as of today. This is important to understand because users will need to change modes on the subscriber to operate on the BART P25 system. Therefore, the Harris ISSI solution is not able to support EBRCS subscriber alias information over the ISSI connection to the EBRCS MCC7500 consoles.

1.2 INTER SUB-SYSTEM INTERFACE (ISSI 8000)

Motorola has demonstrated its leadership in the P25 ISSI community by being the first manufacturer to announce a shipping product that supports the P25 ISSI. Motorola has also participated in multi-vendor ISSI demonstrations at IWCE (2007) and APCO (2008 and 2009), and hosted the first P25 ISSI Interoperability Event in February 2010.

Motorola’s first ISSI offering, the ISSI.1 Network Gateway, began shipping in December 2009. Motorola’s Next Generation Interoperability solution is the ISSI 8000, which are software applications that reside on a server.

The ISSI 8000 solution is an Interoperability Solution that enables an ASTRO 25 system release 7.13 or higher to connect to other P25 systems regardless of their RF bands, manufacturer type and release versions. ISSI 8000 is built to the TIA-102 suite of standards used for the design of Project 25 interoperable communication products. The ISSI 8000 provides customers more interoperability

choices, compared to the ISSI.1 solution, such as automatic seamless roaming, PTT ID, and P25 TDMA support.

ISSI 8000 leverages the infrastructure of neighboring P25 systems (in this case, the BART P25 system) to effectively extend the range of their network without investing in additional RF sites and their associated costs. Thus, EBRCSA users can maintain communication with their own dispatch centers when they roam onto the BART P25 system.

ISSI 8000 can operate with either the current P25 FDMA system, or a future P25 TDMA system.

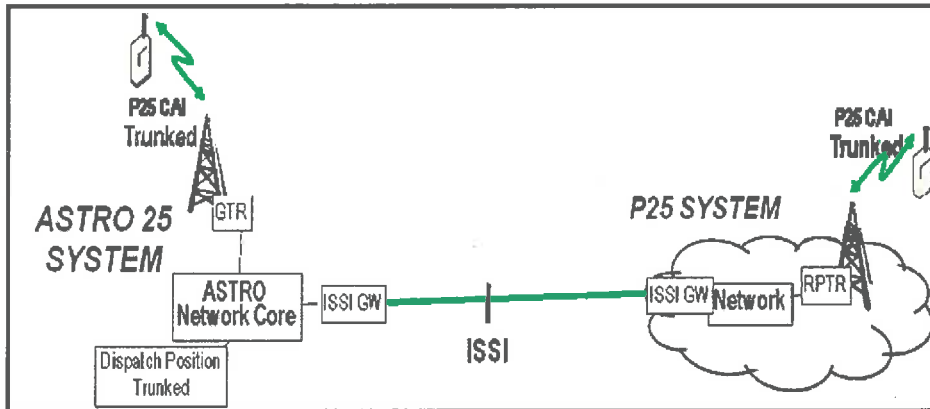


Figure 1: EBRCSA ASTRO 25 System to the BART P25 System

It is important to understand that in implementing an ISSI link between different vendors that the feature set is dependent on the features that are considered "in common" between each vendor's solution.

SECTION 2

EQUIPMENT LIST

Item	O	Qty	Part Number	Description
1	-	1	SQM01SUM0227	ISGW SERVER USED FOR ISSI / CSSI
1	a	1	UA00005AA	ADD: ISSI Automatic Roaming License (for first system)
1	b	1	UA00042AA	ADD: ISSI 8000 / CSSI 8000 Redundancy Software License
2	-	1	T8126	FORTINET FIREWALL APPLIANCE
3	-	1	T8128	FORTINET FIREWALL RECOVERY MEDIA

ACCEPTANCE TEST PLAN

This section describes the proposed functionality testing (ATP) of the ISSI link between EBRCS and the BART P25 trunked radio system. These tests below establish the basic functionality and allow EBRCS and BART to agree on the proposed ISSI8000 link operation. The EBRCS ISSI8000 tests below are being used as this projects acceptance.

The criteria for successful integration in this projects scope of work includes:

1. Pass basic CAI traffic between the two systems
2. Pass encrypted traffic between both systems
3. Demonstrate the ability to provide the following services between systems:
 - Emergency Alarm
 - Emergency Alarm Cancel

Test #1: Phase 1 Call –Check connection, voice quality, talkgroup and subscriber unit ID’s travel both directions.

- Testing will be done in both directions; a talkgroup call from a BART radio to a EBRCS radio and from EBRCS radio to an BART radio.
- The ISSI Test #1 will be used to test P25 phase 1 to P25 phase 1 testing between systems and will be toggled between open and encrypted operation.
- System technician talkgroups can be used as coordination talkgroups during testing.

Test #2 Emergency Alarm / Alarm Cancel: Subscriber initiated Emergency Alarm on each system.

- BART subscriber initiates and Emergency Alarm on EBRCS
- EBRCS initiates an Emergency Alarm on BART

This test will demonstrate a visual indication of the Emergency Alarm on the subscribers.

STATEMENT OF WORK

4.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. This section delineates the general responsibilities between Motorola and EBRCSA as agreed to by contract.

4.2 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Review the design and finalize the implementation plan with EBRCSA.
- Provide EBRCSA with the appropriate system interconnect specifications. Process the equipment order.
- Schedule the implementation in agreement with EBRCSA, and coordinate the activities of all Motorola subcontractors under this contract.
- Perform the installation of the ISSI 8000 equipment provided by Motorola at the EBRCSA Master Site located in Dublin, CA.
- Perform the EBRCSA ISSI 8000 programming and configuration.
- Conduct functional testing on the ISSI 8000 solution.
- Make ISSI 8000 on-line, self-paced training course available for up to 100 students (Course ID: AST2005).
- Provide as-built documentation: System-Level Diagram, Update to Floor Plan and Equipment Rack-face Layout drawings, ATP Test Results, Equipment Inventory. NOTE: Only drawings impacted by the services in this proposal will be updated.
- Conduct Final Acceptance

Motorola is not providing any equipment or services for the BART P25 radio system. BART will need to provide the necessary equipment and programming to make the connection on their system.

4.3 EBRCSA RESPONSIBILITIES

The East Bay Regional Communications System Authority (EBRCSA) will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. EBRCSA will be responsible for the coordination of EBRCSA, BART and Harris resources necessary for the completion of this project. The EBRCSA general responsibilities include the following:

- Provide a single point of contact for project implementation.
- Participate in the Kick-off meeting and Design Review for the project.
- Review and approve final design documentation prior to implementation.
- Provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to delivery to the master site.

- EBRCSA will work with BART to receive their system information necessary for connection programming.
- Provide a technical contact to help with any connection/network access issues encountered during implementation.
- EBRCSA is responsible for all subscriber and console fleetmapping and programming required for interoperability with the BART P25 radio system.
- Modify subscriber templates and perform subscriber programming, as needed.
- EBRCSA is responsible for all talkgroup/channel patches on the console subsystem.
- EBRCSA is responsible for the required backhaul connectivity to the BART P25 radio system:
 - IP based (Ethernet)
 - Recommended end to end delay is <30ms, Max Jitter delay = <20ms,
 - Estimated Manual roaming bandwidth required each direction = 752kbps (total= 1.5Mbps)
- Provide all rack space required for equipment installation. Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56). Supply interior building cable trays, raceways, conduits, and wire supports.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of EBRCSA.
- Provide security access to buildings and necessary rooms specific to the implementation process.
- Coordinate the activities of all EBRCSA vendors or other contractors.
- Utilize the ISSI 8000 on-line, self-paced training course for up to 100 students (Course ID: AST2005).
- Sign final acceptance.

4.4 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

- The project schedule assumes the appropriate resources from EBRCSA, BART, Harris and Motorola will be available when necessary to complete the various project tasks.
- EBRCSA will be responsible for the coordination of EBRCSA, BART, and Harris resources necessary for the completion of this project.
- Work is performed during normal business hours on non-holidays, Monday – Friday, 8am – 5pm.
- Prevailing Wage is required.
- Motorola is not providing any equipment or services for the BART P25 radio system. BART will need to provide the necessary equipment and programming to make the connection on their system.
- No performance bond is required.

- No Subscriber Programming and Subscriber Templates are included in this proposal.
- No spares are required.

4.5 CHANGE ORDER PROCESS

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



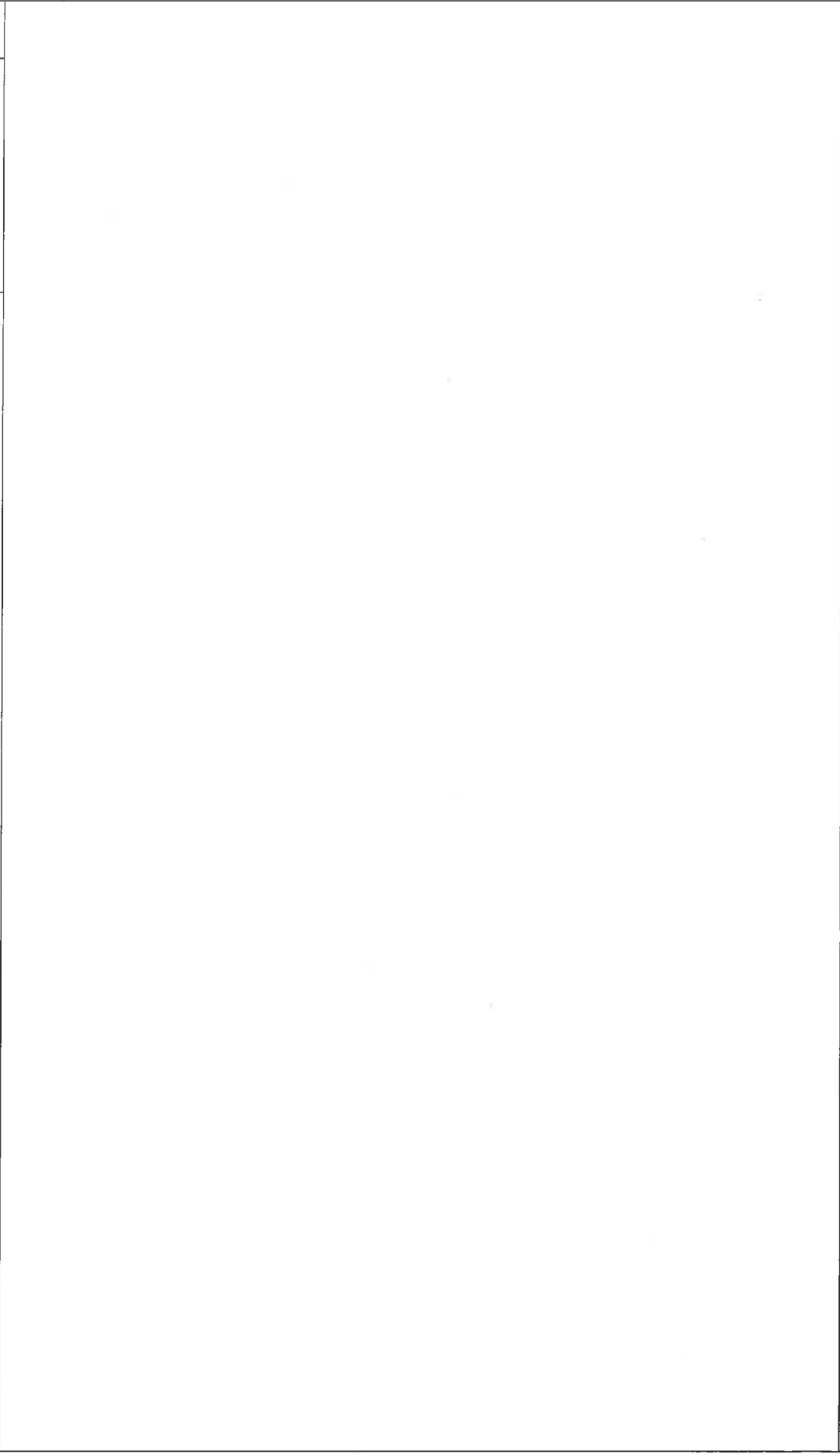
PROJECT SCHEDULE

Motorola estimates implementing the ISSI solution will take approximately five (5) months. This schedule assumes that all EBRCSA responsibilities are completed, as required. Any connectivity and site availability/access as part of EBRCSA responsibilities are completed prior to Motorola's equipment being delivered to the site.

Please see preliminary Project Gantt Chart on the following page. Tasks in blue font are EBRCSA provided tasks or tasks involving EBRCSA personnel and are subject to change in Design Review. As part of the Design Review, the project schedule will be fine tuned by Motorola's Project Manager and will be submitted to EBRCSA for review and approval.

ID	Task Name	Duration	Start	Finish	3rd Quarter			4th Quarter			
					Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	EBRCSA ISSI Implementation	100d	Fri 6/30/17	Mon 11/20/17							
2	Contract Administration	12d	Fri 6/30/17	Tue 7/18/17							
3	Contract Award	0d	Fri 6/30/17	Fri 6/30/17							
4	Contract Administration	5d	Fri 6/30/17	Fri 7/7/17							
5	Project Kick-Off	1d	Tue 7/18/17	Tue 7/18/17							
6	Design Review	25d	Wed 7/19/17	Tue 8/22/17							
7	EBRCSA and BART determine ISSI features	10d	Wed 7/19/17	Tue 8/1/17							
8	Review Design / Implementation Planning	20d	Wed 7/19/17	Tue 8/15/17							
9	Design Approval	0d	Tue 8/22/17	Tue 8/22/17							
10	APX Subscriber Programming - EBRCSA provided	0d	Fri 10/6/17	Fri 10/6/17							
11	Programming APX Subscribers Complete - EBRCSA provided	0d	Fri 10/6/17	Fri 10/6/17							
12	Site Development & Connectivity - EBRCSA provided	0d	Fri 9/22/17	Fri 9/22/17							
13	Site Development Complete - EBRCSA provided	0d	Fri 9/22/17	Fri 9/22/17							
14	Connectivity Complete - EBRCSA provided	0d	Fri 9/22/17	Fri 9/22/17							
15	Order Processing	3d	Wed 8/23/17	Fri 8/25/17							
16	Process Equipment list	3d	Wed 8/23/17	Fri 8/25/17							
17	Order Bridged	0d	Fri 8/25/17	Fri 8/25/17							
18	Manufacturing	19d	Mon 8/28/17	Fri 9/22/17							
19	Manufacture Motorola FNE	19d	Mon 8/28/17	Fri 9/22/17							
20	Inventory Equipment	5d	Mon 9/25/17	Fri 9/29/17							
21	Receive and Inventory Equipment	5d	Mon 9/25/17	Fri 9/29/17							
22	Installation	4d	Mon 10/2/17	Thu 10/5/17							
23	Install FNE	4d	Mon 10/2/17	Thu 10/5/17							
24	Installation Complete	0d	Thu 10/5/17	Thu 10/5/17							
25	Installation Acceptance	0d	Thu 10/5/17	Thu 10/5/17							
26	ISSI 8000 Programming	14d	Mon 10/9/17	Thu 10/26/17							
27	Link Verification	3d	Tue 10/10/17	Thu 10/12/17							
28	Program ISSI 800 Hardware	10d	Mon 10/9/17	Fri 10/20/17							
29	Programming Complete	0d	Fri 10/20/17	Fri 10/20/17							
30	ISSI8000 Functional Testing	1d	Mon 10/23/17	Mon 10/23/17							
31	SATP Acceptance	0d	Mon 10/23/17	Mon 10/23/17							
32	Transition to Service/PTC	1d	Thu 10/26/17	Thu 10/26/17							
33	Training	5d	Tue 10/24/17	Mon 10/30/17							

ID	Task Name	Duration	Start	Finish	3rd Quarter			4th Quarter			
					Jun	Jul	Aug	Sep	Oct	Nov	Dec
34	Training: ASTRO 25 ISSI 8000 Feature Overview Course (on-line, self paced, 1 hour, 100 students)	5d	Tue 10/24/17	Mon 10/30/17							
35	Finalize	20d	Tue 10/24/17	Mon 11/20/17							
36	Punchlist Resolution	10d	Tue 10/24/17	Mon 11/6/17							
37	Finalize Documentation	10d	Tue 11/7/17	Mon 11/20/17							
38	Final Acceptance	0d	Mon 11/20/17	Mon 11/20/17							



TRAINING PLAN

6.1 OVERVIEW

Motorola has included in this proposal, the ISSI 8000 online, self-paced training course for 100 students. The course description is included below.

To provide this course, the following information is needed in general:

- Customer mailing address

To provide this course, the following information is needed for each student:

- Name
- Email address
- Contact phone number

6.2 COURSE DESCRIPTION

ASTRO® 25 ISSI 8000 / CSSI 8000 Feature Overview
AST2005.00E

Duration:
 1 hour

Delivery Method:
 Online Training

Target Audience:
 System Managers, Technical System Managers, System Technicians, Application Users

Course Synopsis:
 The ISSI 8000 / CSSI 8000 Feature Overview self-paced course describes the optional Inter-RF Subsystem Interface available in an ASTRO 25 IV&D System. It presents a description of the feature, its benefits and components, call processing scenarios, and an overview of the installation process.

Prerequisite:
 Completion of the following course or equivalent knowledge:

- ACT100 - Bridging the Knowledge Gap – Technicians
- Take one of the following depending on system supporting:
 - ACS713200 - ASTRO® 25 IV&D with M Core System Overview

Course Objectives:

After completing the course the participant will be able to:

- Describe the ISSI 8000 / CSSI 8000 feature
- Describe the components of the ISSI 8000 / CSSI 8000 feature
- Describe the communication scenarios if this feature is enabled
- Follow the installation and configuration process if this feature is added to an ASTRO system.



SECTION 7

WARRANTY AND LIFECYCLE SERVICES

Motorola Solutions will provide warranty services per our standard warranty terms and conditions as outlined within the Contract Documentation section within this proposal. In addition to the standard commercial warranty, any support services for the master site will be extended to this new ISSI 8000 equipment.

After the warranty period, Post Warranty Services for this ISSI 8000 project will be added to the current East Bay Regional Communications System Authority (EBRCSA) Maintenance Agreement and SUA-II Upgrade Agreement.

PRICING

8.1 PRICING SUMMARY

Motorola's pricing is based on the equipment list and services defined for the EBRCSA ISSI 8000 solution. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

Description	Price
ISSI 8000 Equipment and Licensing List Price	\$228,550
Equipment and Licensing Discount	(\$34,447)
Estimated Sales Tax on Equipment (9.25%)	\$17,954
Subtotal Equipment	\$212,057
Implementation Services	\$136,943
Grand Total	\$349,000

8.2 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 20% of the Contract Price due upon contract execution.
2. 30% of the Contract Price due upon shipment of equipment.
3. 25% of the Contract Price due upon installation of equipment.
4. 20% of the Contract Price upon system acceptance or start of beneficial use.
5. 5% of the Contract Price due upon Final Acceptance.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

SECTION 9

CONTRACTUAL DOCUMENTATION

Under Section 3.4 of the Communications System Agreement (CSA), dated July, 7, 2009, and extended July 6, 2012, between EBRCSA and Motorola (the “CSA”), EBRCSA may purchase additional goods and services from the CSA. Motorola’s proposal is based on the assumption that EBRCSA will use this right under Section 3.4 of the CSA for the proposed transaction. Therefore, EBRCSA may accept the proposal by either issuing a Purchase Order that refers to the CSA and the Motorola proposal, or by executing a Change Order to the current CSA. If you prefer the latter method, Motorola will gladly prepare the Change Order document for execution.

PRODUCT LITERATURE

Attached is the following product literature:

- Solution Brief: Project 25 Network Interoperability
- Product Data Sheet: ASTRO 25 GGM 8000 Gateway



UTILIZING ISSI TO CONNECT RADIO USERS ACROSS MULTIPLE P25 NETWORKS

PROJECT 25 NETWORK INTEROPERABILITY

Both planned events and sudden emergencies may require close cooperation among public safety entities to protect lives and property. First responders must be ready to deploy swiftly and effectively away from home base. Are your communication networks ready to do the same?

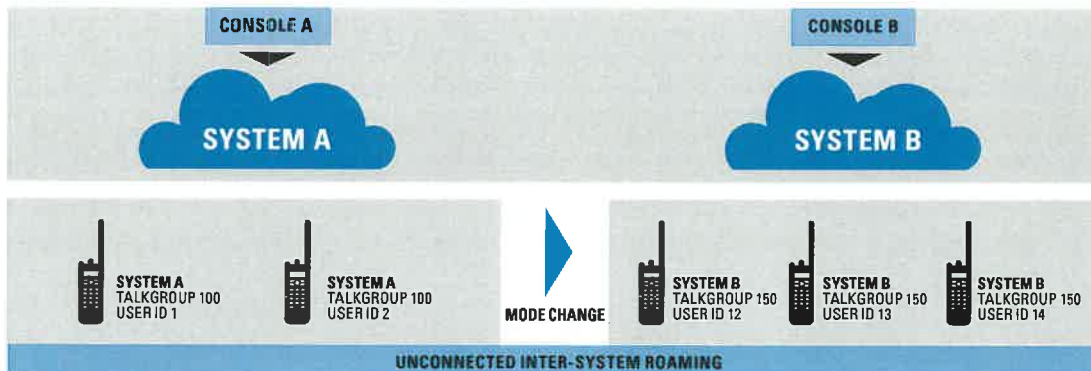
With emerging ISSI technology, your Project 25 (P25) system can provide enhanced support for radio users who roam beyond their home networks, whether you are sending help to other jurisdictions or welcoming personnel from other agencies to your community. ISSI can interconnect P25 trunked systems over a large geographic area, allowing dispatchers, commanders, and responders to talk on the same interoperability talkgroups even if they are working hundreds of miles apart.

INTEROPERABILITY DURING THE INCIDENT SCENE...STAY CONNECTED BACK TO HOME NETWORK

When the big storm hits...when another department needs backup...when the task force springs into action...interoperability truly becomes a matter of life and death. First responders must be able to communicate across multiple agencies and jurisdictions to effectively coordinate a joint response. This is why public safety agencies are investing in P25 standards compliant networks. One of the well-known advantages of P25 is that users with P25 radios can roam onto other P25 networks. This is invaluable when first responders assist another jurisdiction. Personnel from multiple networks who are working at the scene of an incident can talk to each other and communicate with the dispatchers and commanders on the local network.

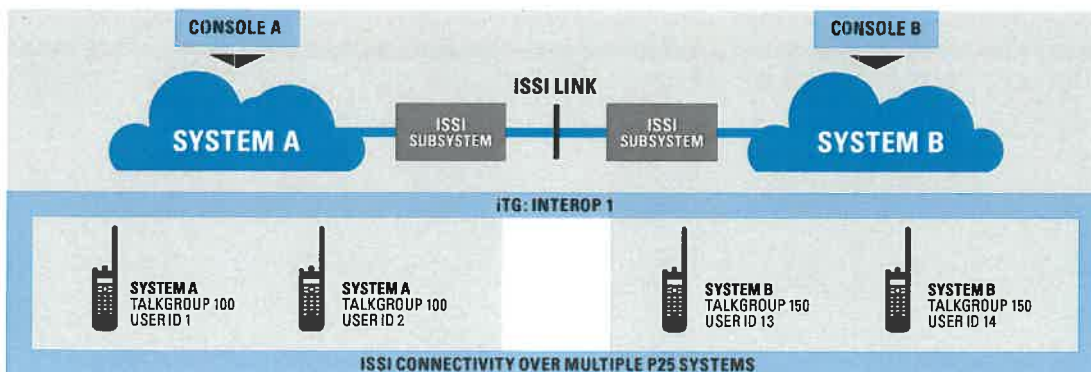
UNCONNECTED SYSTEMS

Users who roam outside the coverage area of their home networks lose contact with commanders, dispatchers, and coworkers back at home base. This is a worrisome situation for commanders who would prefer to stay in touch with personnel no matter where they've been assigned. While working on another agency's network, they'll be out of touch with the home network.



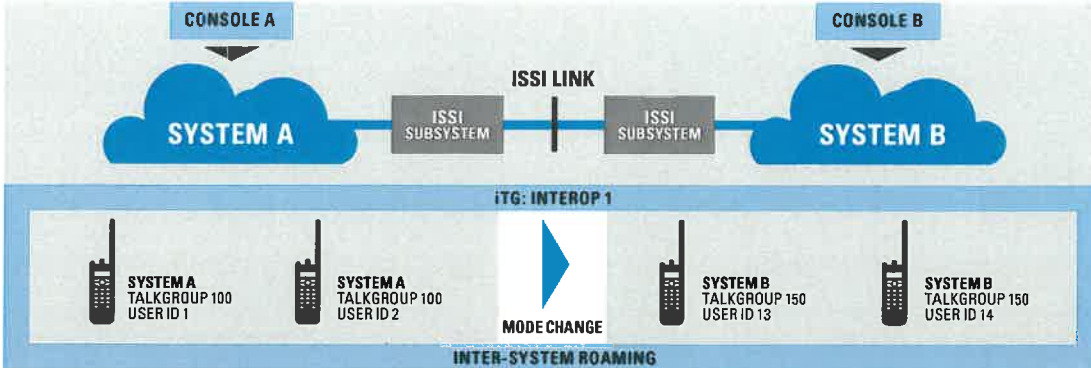
CONNECTED REMOTE SYSTEMS

New technology known as ISSI forms the connection between P25 trunked systems. Dispatchers stay in touch with personnel across any distance and agencies on separate networks can establish direct radio contact to better coordinate activities when every second counts.



CONNECTED OVERLAPPING COVERAGE SYSTEMS

ISSI allows two systems that share overlapping coverage to create a connection. This allows dispatchers from each system to have visibility to their home users and visiting users. When their home users go roam onto the other system the dispatcher continue to maintain visibility.



“ No man, woman, or child should ever lose his or her life because public safety responders could not communicate with each other.”
Safecomprogram.gov

ISSI AND INTEROPERABILITY TALKGROUPS

The P25 Inter RF-Subsystem Interface (ISSI) is a standards based wireline interface, which builds upon today’s P25 CAI (common air interface) standard. As a wireline interface, ISSI keeps all communications digitally vocoded and encrypted for high performance and security. ISSI gateways are being introduced by several vendors, including Motorola.

ISSI standard which allows P25 trunked systems to interconnect, enables agencies to:

- Connect P25 trunked systems together
- Different frequency bands
- Different geographic locations
- Different manufacturers’ P25 equipment (that supports ISSI)
- Different system IDs and user databases
- Maintain visibility across all connected networks, so personnel deployed to a distant location are still in contact with their home dispatchers and commanders.
- Maintain several call management features across systems, including group calls, emergency calls, and end-to-end encryption.
- Establish interoperability talkgroups (iTG) with users from any or all connected networks. Agencies can pre-configure iTG in accordance with emergency plans and activate them when needed.
- Dynamically configure iTG as necessary to support joint operations in fast-changing circumstances.

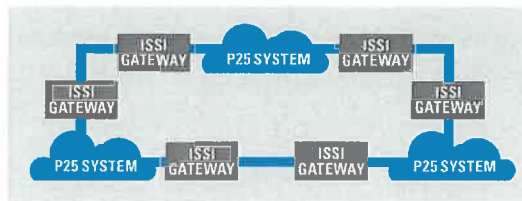
With ISSI, agencies can leverage the existing coverage areas of connected systems, which could span thousands of square miles. Meanwhile, agencies keep control over their own networks and internal communications. The ISSI link is always available and can be activated when interoperability is required.

CONNECTING SYSTEMS TOGETHER USING ISSI

For many agencies, the first step in ISSI networking will be to establish a connection with one other network. Each network owner invests in an ISSI gateway and the two entities agree to share the cost of the connecting link. This establishes interoperability for users on these two systems.



Agencies often need to connect to more than one agency for interoperability. The next step is to encourage other P25 systems to join the ISSI network. Adding a third network brings more agencies together – but it requires a total of six gateways and three connections.



MOTOROLA ISSI NETWORK GATEWAY OFFERS PROVEN INTEROPERABILITY

Motorola's ISSI gateway provides the hardware and software to establish an ISSI connection between one P25 network and any other ISSI-equipped P25 network.

Federal Funding can apply to both self managed ISSI gateways and managed ISSI gateways. Public safety can apply for funding under grants such as:

- Department of Homeland Security Grants
 - State Homeland Security Grant Program
 - Emergency Management Grant Program
 - Emergency Operations Center Grant Program
- Department of Justice Grants
 - Byrne JAG Grant Program
 - Byrne Discretionary Grant Program
 - COPS Technology Grant Program

TECHNOLOGY THAT'S SECOND NATURE™ FROM A VENDOR WHO UNDERSTANDS THE POTENTIAL OF ISSI FOR PUBLIC SAFETY

Taking full advantage of ISSI is easier with a vendor who has a track record with public safety. Motorola is a leader in implementing P25 systems, with over 200 ASTRO® 25 systems in operation worldwide and over 1.7 million subscribers. Motorola has provided managed service solutions for over 125 customers around the globe, including some engagements that have lasted as long as 25 years.

Only Motorola enables agencies to confidently take the next step in mission critical communications. Motorola helps agencies move beyond the basics to achieve the most reliable and innovative wireless solutions that help to save lives and protect communities. These technologies are delivered seamlessly into the hands of first responders: simply, reliably, and without distracting them from their work. This is technology that's second nature, and you can look to Motorola to make it happen for your organization.

For more information about Motorola ISSI Product Offerings,
please visit motorola.com/Project25 or contact your Motorola representative.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorola.com/Project25

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MISSION CRITICAL CONNECTIVITY AND PERFORMANCE

ASTRO® 25 GGM 8000 GATEWAY

Government and industrial organizations rely on ASTRO 25 systems for mission critical communications and to meet their demanding needs, the GGM 8000 gateway is built to deliver performance, capacity and security above and beyond the capabilities of traditional networking hardware.

Designed to provide a clear demarcation point between your existing IP network architecture and ASTRO 25 systems, the GGM 8000 Gateway is a multi-purpose network communications platform, constructed to interconnect devices and networks within ASTRO 25 systems. The need for special protocols, including multicast, are eliminated with static tunnels through your backhaul network.

The easy serviceable design allows all internal modules to be replaced without removing the chassis from the rack. Motorola manages the firmware, configurations and applications to ensure the highest levels of system integrity, performance, and information assurance compliance.

CONNECTIVITY PROVIDED

- ASTRO 25 Core
- ASTRO 25 Sites
 - Dispatch Consoles
 - Trunking
 - Conventional
 - High Performance Data (HPD)
 - SmartX
 - ISSI
- Customer Enterprise Network (CEN)

FUNCTIONS PERFORMED

- Radio system traffic call routing (voice and data)
- Packet duplication
- Rapid failure recovery
- Traffic Shaping (packet fragmentation, prioritization, and queuing)
- Dynamic System Resilience site routing
- IP simulcast traffic routing
- Zone Core Protection (ZCP)
- Conventional Channel Gateway
- Advanced Conventional Signaling (MDC1200 and ACIM)

PHYSICAL INTERFACES

- Ethernet and T1/E1 interfaces for WAN connectivity
- Ethernet for Site LAN including IP Station Interfaces
- Analog (2- or 4-wire) and V.24 digital conventional station interfaces
- FlexWAN interface for select legacy networks

PRODUCT DATA SHEET
ASTRO®25 GGM 8000 GATEWAY

SECURITY FUNCTIONALITY

Supports data encryption over Ethernet and T1/E1 links using the IPsec and FRF.17 protocols. The GGM 8000 contains an embedded hardware encryption processor. To enable encryption, a properly signed encryption certificate must be loaded.

- Data encryption – Data Encryption Standard (DES), Triple DES (3DES) and 256-bit Advanced Encryption Standard (AES) algorithms
- Data authentication – Message Digest 5 (MD5) algorithm and Secure Hash Algorithm (SHA)
- Diffie-Hellman Group 1, Group 2, Group 5 and Group 14 negotiation
- SSH (secure shell) client/server architecture – secure encrypted communications between two trusted hosts over insecure networks
- Password Protection – Authorized users must supply credentials before access to device functionality will be allowed
- Zeroization of critical security parameters (CSPs) – Supports commands to zeroize all Key Encryption Key (KEK) related information and CSPs in the event of a security breach

CONFIGURATION

Base Platform Configuration	Enclosure; Power Subsystem (AC or DC); Base Module; Console Management Port (9 Pin); Four 10/100/100 Base-T Ethernet Ports; Two T1/E1 WAN Telecommunication Ports; Encryption Support (disabled)
Optional Modules	Encryption enabling certificate Analog 4 wire/v.24 Conventional Gateway Module: 4x4wire with E&M analog ports, 4xv.24 digital ports Enhanced Low Density Conventional Gateway Module: 4x2 (or X4) wire with E&M analog/IO ports, 4xv.24 digital ports Enhanced High Density Conventional Gateway Module: 8x2 (or X4) wire with E&M analog/IO ports, 8xv.24 digital ports FlexWAN Module: 1 multipurpose port, typically used for v.35 interface

PHYSICAL SPECIFICATIONS

Dimensions	44 (w) x 4.3 (h) x 37 (d) cm
Weight	7.3 kg (16 lb)

ENVIRONMENTAL SPECIFICATIONS

Temperature	–30 °C to 60 °C (–22 °F to 140 °F) operating for base unit with or without encryption module 0 °C to 50 °C (32 °F to 122 °F) operating for base unit configured with optional interface modules –40 °C to 85 °C (–40 °F to 185 °F) non-operating
Humidity	5 to 95% (Non-Condensing)
Heat Dissipation	163 BTU/Hour (Maximum)
Power Consumption	48 Watts (Maximum)
AC Power Configuration	
Operating Range	100V to 240V, 50/60Hz
Current Draw	Less than 0.50A at 120VAC Less than 0.25A at 220VAC
DC Power Configuration	
Operating Range	20 to 60 VDC
Current Draw	Less than 2.0A at 24VDC Less than 1.0A at 48VDC

SECURITY CERTIFICATIONS

FIPS 140-2	Level 2
Common Criteria	EAL 2

SAFETY CERTIFICATIONS

North America	UL60950-1, CSA C22.2 No. 60950-1
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EMC/EMI CERTIFICATIONS

North America	FCC Part 15; Class A Industry Canada ICES-003; Class A
Europe (EU)	EN 55022 Radiated Emissions; Class A EN 55022 Conducted Emissions; Class A EN 61000-3-2 Harmonics EN 61000-3-3 Flicker EN 55024 Immunity EN 61000-4-2 ESD Immunity EN 61000-4-3 Radiated Immunity EN 61000-4-4 EFT/B Immunity EN 61000-4-5 Surge EN 61000-4-6 Conducted Immunity EN 61000-6-11 Voltage Interruption / Dips
Australia / New Zealand	AS/NZS CISPR 22; Class B
Japan	VCCI Class B

TELECOMMUNICATIONS APPROVALS

North America	FCC Part 68, IC CS-03
Europe (EU)	ETSI/TBR1, TBR2, TBR12, TBR13, TBR17
Australia / New Zealand	AS/ACIF S003, ACA TS016, TNA117

ENVIRONMENTAL REGULATORY

EU WEEE Directive	EN 50419 Compliant
China Management Methods (CMM)	Ministry Order #39

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**East Bay Regional
Communications
System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

AGENDA ITEM NO. 7

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: June 2, 2017**

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

FROM: Thomas G. McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Purchase of Licenses necessary for Subscriber Radios to Operate on the East Bay Regional Communications System Authority (EBRSA)

RECOMMENDATIONS:

Review and if Committee agrees make a recommendation to the Board of Directors to purchase Licenses for member radios to operate on the EBRCSA System.

SUMMARY/DISCUSSION:

The East Bay Regional Communication System Authority ("EBRCSA") has received licenses for approximately 16,000 (Sixteen Thousand) radios as part of our agreement with Motorola Solutions, Inc. when the system was built. An audit of the system was completed and we have 18,350 (eighteen thousand and three hundred and fifty) radios on the system. The Federal Communications Commission requires that each radio be licensed.

Motorola solutions has provided a quote for 2500 radios which will provide an adequate number of licenses to become compliant and a buffer for radios which will be added to the system as agencies hire additional public safety members radios to the EBRCSA system. The cost of each individual

License is \$10 per radio and the licenses are sold in batches of 500. We are requesting 2500 licenses for a total cost of \$20,695.50, after Motorola provides a discount and includes the appropriate Sales Tax.

FINANCIAL IMPACT;

The purchase of the Licenses is included in the 2017/2018 budge, Operating Expenses.

RECOMMENDED ACTION:

It is recommended that the Committee recommend to the Board of Directors the purchase of 2500 Licenses for the radios being operated on the EBRCSA system.

Attachment: "A"



Motorola Solutions Inc.

Date: May. 24, 2017

Prepared By: Gordon Poole, Senior Account Manager

Phone: 408-306-5622

Customer #: 1036520494

Prepared For: **Tom McCarthy**
Company: **EBRCSA**
Phone: **510-225-5930**
Email:

Bill to EBRCSA
Address: 4965 BRODER BLVD
DUBLIN, CA
94568

Ship to EBRCSA
Address: 4965 BRODER BLVD
DUBLIN, CA
94568

QUOTE #052417GDP FOR 2,500 ADDITIONAL RADIO LICENSES

Qty.	Model	Description	Price	Extended Price
1	SQM01SUM0273	MASTER SITE CONFIGURATION	\$ -	\$ -
1	CA02629AA	ENH: EXPAND 7.15	\$ 2,000.00	\$ 2,000.00
5	UA00152AA	ADD:500 RADIO USER LICENSES	\$ 5,000.00	\$ 25,000.00
		Discount	\$ (8,100.00)	
		Subtotal	\$ 18,900.00	\$ 18,900.00
		Sales Tax	\$ 1,795.50	\$ 1,795.50
		Total	\$	\$ 20,695.50



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 8

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: June 2, 2017**

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

FROM: Thomas G. McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Budget Review FY 17/18

RECOMMENDATIONS:

Receive a report from the Executive Director concerning the FY 17/18 Budget. It is recommended that your Committee recommend to the Board of Directors a budget for FY 17/18 based on the information provided by the Executive Director.

SUMMARY/DISCUSSION:

Aaron Tyrvanen, Alameda County Auditor's Office, has prepared the FY 17/18 Budget so that the Finance Committee will have information concerning the Fiscal Year Budget.

RECOMMENDED ACTION:

It is recommended that you Committee discuss and reach a consensus for the Fiscal Year Budget for FT 17/18 for presentation to the Board of Directors.

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM
OPERATING AND CAPITAL BUDGET
FISCAL YEAR 2017-2018**

	FY16-17 Budget	FY16-17 Projected	FY17-18 Budget
Beginning Balance	4,316,031	4,933,914	8,114,914
Reserve for Operating Reserve	(1,711,000)	(1,674,500)	(1,785,500)
Reserve for Debt Service Reserve	(1,000,000)	(1,000,000)	(1,000,000)
Balance Available	1,605,031	2,259,414	5,329,414
 Revenues			
Operating Payments	4,035,600	5,000,000	5,000,000
Service Payments	919,800	1,200,000	1,200,000
Initial payments	-	800,000	-
Grants	-	360,000	630,000
Interest	16,000	20,000	20,000
Sub-Total Revenue	4,971,400	7,380,000	6,850,000
 Balance Available	1,605,031	2,259,414	5,329,414
Total Revenue & Balance Available	6,576,431	9,639,414	12,179,414
 Expenses & Transfers			
Total Operating Expenses	3,422,000	3,349,000	3,571,000
Transfers			
Capital Expenditures	200,000	200,000	720,000
Debt Service	650,000	650,000	650,000
Total Expenses & Transfers	4,272,000	4,199,000	4,941,000
 Ending Balance Available*	2,304,431	5,440,414	7,238,414

* Available for Capital or Operating Purposes

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM
BUDGET FISCAL YEAR 2017-2018
EXPENDITURE DETAIL**

	<u>FY16-17 Budget</u>	<u>FY16-17 Amended</u>	<u>FY16-17 Projected</u>	<u>FY17-18 Budget</u>	<u>Change fav/(unfav)</u>
OPERATING EXPENSES					
Administration					
Executive director	225,000	225,000	210,000	225,000	(15,000)
Administrative assistant	40,000	40,000	15,000	40,000	(25,000)
Travel	4,000	4,000	-	4,000	(4,000)
Miscellaneous	10,000	10,000	-	10,000	(10,000)
Audit fees	18,000	18,000	18,000	20,000	(2,000)
Insurance	30,000	30,000	20,000	30,000	(10,000)
Legal	20,000	20,000	6,000	20,000	(14,000)
Lease	-	-	-	5,000	(5,000)
Licenses and permits	5,000	5,000	5,000	30,000	(25,000)
Membership fees	10,000	10,000	10,000	10,000	-
Landscaping	10,000	10,000	10,000	10,000	-
Maintenance					
Service agreement	930,000	930,000	930,000	931,000	(1,000)
Software maintenance	826,000	826,000	826,000	832,000	(6,000)
System management	250,000	250,000	250,000	250,000	-
HVAC maintenance	15,000	15,000	10,000	15,000	(5,000)
Generator maintenance	55,000	55,000	55,000	55,000	-
ALCO general maintenance	600,000	600,000	600,000	600,000	-
COCO general maintenance	220,000	220,000	140,000	220,000	(80,000)
Microwave maintenance	-	110,000	110,000	110,000	-
Security	10,000	10,000	10,000	10,000	-
Utilities	140,000	140,000	120,000	140,000	(20,000)
Website hosting	4,000	4,000	4,000	4,000	-
Total expenses	<u>3,422,000</u>	<u>3,532,000</u>	<u>3,349,000</u>	<u>3,571,000</u>	<u>(222,000)</u>
CAPITAL EXPENDITURES					
Nice logger	200,000	200,000	200,000	-	200,000
Inter Sub System Interface	-	-	-	360,000	(360,000)
ALCO East 2-Channel Upgrade	-	-	-	360,000	(360,000)
Total expenditures	<u>200,000</u>	<u>200,000</u>	<u>200,000</u>	<u>720,000</u>	<u>(520,000)</u>
DEBT SERVICE					
Principal	370,000	370,000	370,000	437,000	(67,000)
Interest	280,000	280,000	280,000	213,000	67,000
Total expenses	<u>650,000</u>	<u>650,000</u>	<u>650,000</u>	<u>650,000</u>	<u>-</u>

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION

Assumptions

Annual Inflation Rate		3%
Capital Spending Rate		0%
New Member Growth Rate		0.2%
Monthly Operating Payment	\$	25.00
Monthly Service Payment	\$	15.00
Capital Budget - FY17	\$	200,000

Projected Ending Balances

FY17 Available Balance	\$	7,238,414
FY22 Available Balance	\$	14,102,856
FY27 Available Balance	\$	20,580,261

Projected Spending

FY18-27 Capital Spending	\$	720,000
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EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION

	FY 2016-17 Projected	FY 2017-18 Budget	FY 2018-19 Forecast	FY 2019-20 Forecast	FY 2020-21 Forecast	FY 2021-22 Forecast	FY 2022-23 Forecast	FY 2023-24 Forecast	FY 2024-25 Forecast	FY 2025-26 Forecast
Operating revenues										
Operating payments	5,000,000	5,000,000	5,032,585	5,042,853	5,053,140	5,063,449	5,073,778	5,084,128	5,094,498	5,104,889
Service payment	1,200,000	1,200,000	1,214,115	1,216,813	1,219,516	1,222,225	1,224,939	1,227,659	1,230,383	1,233,114
Initial payments	800,000	-	6,831	6,845	6,859	6,872	6,886	6,900	6,914	6,927
Grants	360,000	630,000	-	-	-	-	-	-	-	-
Interest	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Total operating revenues	7,380,000	6,850,000	6,273,532	6,286,511	6,295,516	6,312,546	6,325,603	6,338,686	6,351,795	6,364,931

Operating expenses										
Administration	225,000	279,000	287,370	295,991	304,871	314,017	323,437	333,141	343,135	353,429
Audit fees	18,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335
Insurance	20,000	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003
Legal	6,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335
Lease	-	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334
Licenses and permits	5,000	30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896	38,003
Membership fees	10,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668
Landscaping	10,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668
Maintenance										
Customer svc. agmt.	930,000	931,000	958,930	987,698	1,017,329	1,047,849	1,079,284	1,111,663	1,145,013	1,179,363
SUA II	826,000	832,000	912,404	918,040	923,851	929,839	936,003	942,343	970,613	999,732
System management	250,000	250,000	257,500	265,225	273,182	281,377	289,819	298,513	307,468	316,693
HVAC	10,000	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002
Generators	55,000	55,000	56,650	58,350	60,100	61,903	63,760	65,673	67,643	69,672
ALCO maintenance	600,000	600,000	618,000	636,540	655,636	675,305	695,564	716,431	737,924	760,062
COCO maintenance	140,000	220,000	226,800	233,398	240,400	247,612	255,040	262,692	270,572	278,689
Microwave maintenance	110,000	110,000	113,300	116,699	120,200	123,806	127,520	131,346	135,286	139,345
Security	10,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668
Utilities	120,000	140,000	144,200	148,526	152,982	157,571	162,298	167,167	172,182	177,348
Web site hosting	4,000	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067
Capital	200,000	720,000	-	-	-	-	-	-	-	-
Principal	370,000	437,000	454,000	473,000	492,000	512,000	532,000	553,000	576,000	600,000
Bond interest	280,000	213,000	196,000	177,000	158,000	138,000	118,000	97,000	74,000	50,000
Total operating expenses	4,199,000	4,941,000	4,383,574	4,473,845	4,566,831	4,662,608	4,761,255	4,862,852	4,989,238	5,119,413

Transfer in/(out) **1,189,958** **1,889,958** **1,812,666** **1,732,685** **1,649,938** **1,564,349** **1,475,834** **1,362,557** **1,245,515**

Operating reserve	1,674,500	1,785,500	1,866,787	1,911,923	1,958,415	2,006,304	2,055,627	2,106,426	2,169,619	2,234,708
Debt Service Reserve Requirement	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Balance available	2,259,414	5,329,414	7,157,127	9,001,949	10,768,122	12,452,918	14,053,533	15,567,083	16,979,724	18,277,192
Balance - beginning	5,440,414	7,238,414	9,047,084	10,814,614	12,500,807	14,102,856	15,617,882	17,042,916	18,342,281	19,522,708



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 9

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: June 2, 2017**

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

FROM: Thomas G. McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Enter into a Lease Agreement with the East Bay Municipal Utility District

RECOMMENDATIONS:

Review and if Committee agrees make a recommendation to the Board of Directors to enter into a non-revocable lease agreement with East Bay Municipal Utilities District (EBMUD) for East Bay Regional Communications System Authority equipment located at the EBMUD Reservoir sites at Seneca, Pearl, and Carter (Alta Mesa).

SUMMARY/DISCUSSION:

The East Bay Regional Communications System Authority built the system utilizing existing towers and shelters, where they could, on the existing sites in Alameda and Contra Costa County. The sites which had existing equipment also had lease agreements between the originating agency and East Bay Municipal Utilities District. Pearl Reservoir in San Pablo was one of the sites with an existing agreement between Contra Costa and EBMUD. Carter Reservoir, in Moraga, was a site where a one year temporary agreement was granted. Seneca, in Oakland, was a new site and has a revocable lease with EBMUD. EBMUD has been reviewing the three sites and would like to form a non-revocable lease for the three sites so that in the future all three sites are on the same terms of the lease and the lease is between EBRCSA and EBMUD.

A draft Lease agreement between East Bay Municipal Utilities District and the East Bay Regional Communications System Authority has been completed and reviewed by EBRCSA's Attorney and EBMUD. A synopsis of the terms and conditions of the lease agreement are as follows, for more detail refer to the attached proposed Lease Agreement (Attachment "A").

The initial term of the lease of the premises is for a period of five (5) years commencing thirty (30) days after the execution of the Lease. The renewal options are for two consecutive five (5) year periods after the initial term expires. The base rent for the Premises starting on the commencement date will be \$35,000 per year, per site. The amount of Base Rent shall be adjusted annually on the first anniversary of the Commencement Date shall be an increase of 3% above the base rent paid by EBRCSA during the previous twelve (12) month period.

Letters have been sent by Board Members informing EBMUD requesting them to reconsider the cost of the lease for EBRCSA equipment on EBMUD Property. In addition Board Member C. Anderson and S. Haggerty met with Alex Coates, EBMUD General Manager, and Board Members Coleman and Mellon. The outcome of the meeting was to some sort of compromise, although not expecting that we will receive the sites for free. Board Member Anderson and Haggerty asked that General Manager Coates get back to them within two weeks. Supervisor Anderson has provided information from the meeting and a copy of the letter from EBMUD and provided me permission to share this information with the EBRCSA Committees (See attached).

FINANCIAL IMPACT:

The EBRCSA FY 2017/2018 Budget has a line for leases, however, when/or if determined any funding will require a budget change to the EBRCSA FY 2017/2018 Budget.

RECOMMENDED ACTION:

It is requested that your Committee discuss the Lease agreement with East Bay Municipal Utilities District for the East Bay Regional Communications System Authority at Seneca, Pearl, and Carter (Alta Mesa) Reservoirs and provide if possible direction to the Executive Director.

Attachments: "A" Provided by Board member C. Andersen

Attachment; "B" Draft Lease

McCarthy, Tom, Sheriff

From: Candace Andersen <Candace.Andersen@bos.cccounty.us>
Sent: Monday, March 13, 2017 8:27 PM
To: McCarthy, Tom, Sheriff
Cc: Haggerty, Scott, Supv BOS Dist 1; Gayle Israel
Subject: Re: Meeting with EBMUD

I am fine having you share all of the emails. I think it's important that everyone be kept in the loop.

Best regards,
Candace

Candace J. Kay Andersen
Contra Costa County Board of Supervisors District 2

San Ramon Valley Office
309 Diablo Road
Danville, CA. 94526

Lamorinda Office
3338 Mt. Diablo Blvd.
Lafayette, CA. 94549

candace.andersen@bos.cccounty.us<mailto:candace.andersen@bos.cccounty.us>
Tel. 925-957-8860<tel:925-957-8860>

On Mar 13, 2017, at 5:08 PM, McCarthy, Tom, Sheriff <tmccarthy@acgov.org<mailto:tmccarthy@acgov.org>> wrote:

Good evening,
I am preparing staff reports for the operations and finance committees and wanted to ask both of you if you had a problem with the EBMUD emails being shared at those meetings so that we can discuss the EBMUD conversations and options.
Thank you
Tom

-----Original Message-----

From: Candace Andersen [mailto:Candace.Andersen@bos.cccounty.us]
Sent: Friday, February 10, 2017 10:46 PM
To: McCarthy, Tom, Sheriff <tmccarthy@acgov.org<mailto:tmccarthy@acgov.org>>
Cc: Haggerty, Scott, Supv BOS Dist 1 <shaggert@acgov.org<mailto:shaggert@acgov.org>>; Gayle Israel <Gayle.Israel@bos.cccounty.us<mailto:Gayle.Israel@bos.cccounty.us>>
Subject: Meeting with EBMUD

Tom,

Here is my summary of our meeting today. Scott is copied on this and if he has anything to add, I'm sure he will!

Scott and I met with two Board members, Frank Mellon and John Coleman, along with their General Manager Alex Choate, Customer and Community Services Manager Sherri Hong, and Real Estate Manager Matt Elawady. My Chief of Staff Gayle Israel was also present.

The main points Scott and I made were:

1. EBMUD has provided these sites for public safety radio towers for decades free of charge.
2. As we moved forward with additional tower installation for EBRCS on EBMUD property there was no agreement for an expensive lease, otherwise we would have likely looked at other sites.
3. Other agencies are providing sites free of charge: Alameda County - 5 sites; Contra Costa County- 4 sites; Hayward - 2 sites; Alameda Waste Management - \$3135 a year
4. If we were to pay \$35K per site, other agencies and Alameda Waste Management would expect the same. It would be a bad precedent.
5. EBRCSA members provide public safety for EBMUD.
6. Each agency has had to pay for their own radios and so any proposed deal for us to pay for their radios in exchange for the use of their land would also set a bad precedent.
7. We understand their need for money given the drought and decreased use of water, but EBRCSA isn't the place they should be looking for new revenue.
8. They mentioned that EBRCSA does not have many special district members like them, which are wholly dependent upon fees instead of taxes and therefore they should receive some additional support and it wouldn't be setting a "precedent"; We countered that from a city/county perspective they're in a better position as they can raise fees to make up their deficits while we can only increase our revenue (taxes) by a 2/3 vote.
9. The repercussions of them extorting a lease rent from the cities/counties would not be good since they need encroachment permits and our cooperation as they work on projects in each of our communities. They acknowledged that they have started to receive some letters, and they want to work cooperatively.

They provided us with the attached information/handouts which set forth their position and they they have taken the stance they have. Nevertheless, they would like to be helpful, would like to find a solution, and are hoping that any agreement they enter into will help subsidize their participation in EBRCSA (to which Scott and I repeatedly expressed that no one else received this, and it would set a bad precedent).

They discussed the importance of receiving value for "income producing land." We had a lengthy discussion about the history of the Seneca Site and Mr. Elawady's belief that the .67 acre was worth \$250,000 to \$300,000. There was a suggestion that perhaps we should purchase it for that price. However, upon further questioning it was established that that valuation was based upon the original plan to subdivide the entire Seneca Site into single family home lots. With it's current use with Bishop O'Dowd and radio tower use, Mr. Elawady conceded it has \$0 value as a developable parcel, but it could be leased for \$50,000 a year to a commercial carrier.

I asked Mr. Elawady whether a commercial tower could be co-located with ours, thus providing them the income they needed. He told me it couldn't (at which time we called you and Ed Woo, who said technologically it could), and then Mr. Elawady let us know that when he had spoken with Verizon it was deemed less desirable because of a lack of exclusive access to the site.

The other two EBMUD sites we're using have no other value from a development perspective, but only as commercial tower sites. Again, there may be the possibility of co-locating a commercial carrier at one of these sites, thus giving them the revenue they desire.

We also had a discussion about the June 2015 tentative agreement where EBMUD would receive 60 radios at no cost to them and we would receive ownership of the .63 acre Seneca site and 20 year leases for all 3 sites. Scott and I weren't sure of all of the reasons our legal counsel deemed this not to be an appropriate deal, and said we would get them that information. Nevertheless, we expressed our concern about both the cost and the precedent this might set if such an agreement was entered into.

They brought up the fact that they had offered up 2 radio frequencies, but after clarification from you, we told them that these had not been used.

We left the meeting with them agreeing to look into the possibility of co-locating commercial carriers at our 3 sites which might give them the revenue they need; and Alex and his staff/board members planned to discuss other possible options.

We agreed to provide them with more information about why our counsel felt the tentative agreement for radios in exchange for the sites was not something EBRCSA could enter into.

Bottom line -- there appears to be a political will by Board Members Coleman and Mellon, and Alex Choate to come to some sort of a compromise. I don't expect us to get the sites for free, but am hopeful that we can negotiate something significantly less than their current demand.

We suggested that Alex get back to you within two weeks to discuss it further, and that all of us would make ourselves available, if needed, for a future meeting and discussion. Please let me know if you want any other details.

Best regards,
Candace

Candace J. Kay Andersen
Contra Costa County Board of Supervisors, District 2

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309 Diablo Road
Danville, CA 94526

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On Feb 10, 2017, at 5:42 PM, McCarthy, Tom, Sheriff
<tmccarthy@acgov.org<mailto:tmccarthy@acgov.org><mailto:tmccarthy@acgov.org>> wrote:

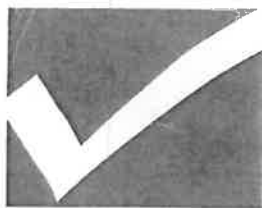
Please allow me to apologize for the delay I had to return to the office. I located and attached the original letter from EBMUD offering 800 MHZ frequencies for EBRCSA. The frequencies were being offered on a temporary basis for testing

and we never used the frequencies. I researched all of our licensed frequencies and we are only licensed to use 700 MHZ frequencies.

Thank you for your effort and time which you have put into this.

Tom

<SKM_C554e17021017390.pdf>



East Bay Regional Communications System Authority Lease

February 10, 2017

Attendees: Board of Supervisor Scott Haggerty Alameda County – District 1
Board of Supervisor Candace Andersen Contra Costa County – District 2
EBMUD Board of Directors John Coleman, Andy Katz, Frank Mellon
EBMUD General Manager Alex Coate
Manager of Customer & Community Services Sherri Hong
Manager of Real Estate Services Matt Elawady

----- Agenda -----

- 1) Introductions
- 2) Background Information
- 3) Discussion
- 4) Next Steps

EBRCSA BRIEFING FEBRUARY 10, 2017

- Pre 2007** The District and Alameda and Contra Costa County had reciprocal agreements which allowed the Counties to use District's property at no cost for the purpose of erecting telecommunication towers in exchange for allowing the District to do the same on their properties and/or use the towers for District telecommunication equipment.
- 2007/2008** East Bay Regional Communications System Authority (EBRCSA) piggybacked on the reciprocal arrangements between the District and Counties to use District's properties to install telecommunications towers/equipment at no cost.
- 2012/2013** The reciprocal land use agreements between the District and the Counties expired and were not renewed. EBRCSA continued to use three of the District's properties (Pearl, Seneca, and Carter reservoirs) at no cost under a Revocable Land Use License until a longer term agreement was put in place.
- 2013/2014** EBRCSA was notified of the impending sale at Seneca Reservoir site and asked to begin the process of removing its equipment from the Reservoir site.
- April 2015** Existence of the EBRCSA equipment on the site created a valuation problem for the District and the need for equipment to be removed. The option of the District selling the Seneca Property while maintaining EBRCSA equipment on the site was under consideration.
- May 2015** Keeping EBRCSA on the site resulted in a property valuation loss to the District of \$250k - \$350k.
- June 2015** District and EBRCSA reached a tentative agreement where District would receive all material and equipment to operate sixty (60) P-25 radios, at no cost to the District, in exchange for the District maintaining ownership of 0.63 acre at the Seneca property and entering into twenty (20) years, rent free, leases for all three EBRCSA sites on District properties.
- Sept 2016** EBRCSA denied the previous agreement and agreed to pay directly for each one of the three sites and the District would use the money to buy into their system.
- Dec 2016** District received a call from EBRCSA that their Board did not approve the lease with EBRCSA stating concerns with the discounted lease amount of \$35,000/year for each site.

Other Considerations –

- The District would lose an estimated \$250,000- \$350,000 by keeping EBRCSA at the Seneca site.
- The District has provided substantial lease rate reduction and special concessions saving EBRCSA approximately \$1.15 million over the term of the lease, as well as other non-financial concessions that shifted more risks to the District.
- Rent to be paid by EBRCSA would be returned to pay EBRCSA for the services the District will use to maintain and operate the P-25 system.
- The District leases many properties and needs to caution against setting precedence for lease terms which may have significant financial impacts.
- The District has been working collaboratively with EBRCSA for over 2-1/2 years.
- The District requires resolution as soon as possible to avoid further financial and operational impacts.
- Either both entities provide reciprocal land use or both entities pay going standard rates to protect their rate payers.

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: December 8, 2016

MEMO TO: Board of Directors

THROUGH: Alexander R. Coate, General Manager *ARC*

FROM: Sherri A. Hong, Manager of Customer and Community Services *shurri*

SUBJECT: Lease Negotiations with the East Bay Regional Communication System Authority

SUMMARY

This memo is to inform the Board of Directors of the status of the East Bay Regional Communication System Authority (EBRCSA) lease negotiations. Staff has been working with EBRCSA for the last 16 months on three communication site leases located on District property at Seneca Reservoir (Oakland), Pearl Reservoir (Richmond), and Carter Reservoir (Moraga).

When EBRCSA was formed in 2007, the District had reciprocal telecommunications land-use site agreements with the counties of Alameda and Contra Costa. At the time, EBRCSA used these agreements to build their infrastructure on District property at no cost. All reciprocal agreements with Alameda and Contra Costa counties expired several years ago and EBRCSA was allowed to maintain their towers on District property under a revocable license until a long-term lease was established. Recently, staff negotiated a long-term lease with EBRCSA. The lease provisions included many concessions including reduced fees and favorable terms relative to those charged by the District to telecommunication carriers (see Attachment 1).

Staff's intent has been to use the revenue generated from the leases to pay for equipment needed to participate in the EBRSCA communication network. At their December 2nd meeting, the EBRCSA Board did not approve the lease terms and fee schedule expressing interest in again approaching the District and potentially Board members to use the properties at no or low cost.

DISCUSSION

EBRCSA was officially created on September 11, 2007, with the formation of a Joint Powers Authority (JPA) to build, own and operate a state-of-the-art Project 25 (P-25) compliant communications system for the public agencies within Alameda and Contra Costa counties. Currently there are 43 member agencies serving a population of over 2.5 million people. These agencies span both counties, and include 30 cities, six special districts, three colleges, Dublin-San Ramon Services District and the California Department of Transportation. EBRCSA's Board of Directors is comprised of 23 representatives consisting of elected officials, police chiefs, fire chiefs, and city managers. The EBRSCA Board is responsible for the overall development, operations and funding of the system.

EBRCSA was established to build and operate a state-of-the-art P-25 compliant communication system for public agencies within Alameda and Contra Costa counties. P-25 is a suite of

standards for digital radio communications used by federal, state, and local public safety agencies in North America to communicate with other agencies and mutual aid response teams in emergencies. The goal of P-25 is to enable all public safety responders to communicate in order to support enhanced coordination, timely response, and efficient and effective use of communications equipment. The P-25 compliant system also ensures reliable communications during the most severe emergencies regardless of the status of telephone systems or cellular networks.

The District currently relies on cell phones, landlines, and some non-P-25 radios and satellite phones for normal and emergency communications. The District has had an interest in joining the EBRCSA P-25 compliant system for some time; however, the upfront investment and the monthly subscription fees made it difficult given the District's current budget constraints. The benefits to the District for joining the EBRCSA system include a robust communication system that is more likely to be available in an emergency than the cellular network or landlines and will aid the District's ability to communicate with police, fire, ambulance and other emergency services agencies.

Staff has been negotiating the new lease terms with EBRCSA since August 2015. During the initial negotiation stages, staff and EBRCSA tentatively agreed to a reciprocal agreement. Under this tentative agreement, EBRCSA would provide the District with the startup P-25 equipment, and free District participation in their system for 60 radios for 20 years in exchange for occupying District property at no cost.

After several months of discussion, EBRCSA determined that for internal reasons, it could not agree to the reciprocal agreement. As a result, the discussion moved from the exchange of services approach to a lease transaction in which the District would use the money generated from the EBRCSA leases to buy the P-25 equipment and access to their proprietary system. The lease negotiations spanned several months and recently reached final conclusion wherein the cost for each site was reduced to \$35,000 per year with reduced escalators and many other concessions noted in Attachment 1.

Throughout the negotiation process, staff was cognizant of the fact that EBRCSA is a public entity that provides important services to the community. Despite offering EBRCSA over \$1.1 million in financial concessions, and a significant number of favorable lease terms, EBRCSA's Board did not approve the lease as they seek to lease these sites for free or for a nominal fee, yet to be determined. The District has the authority to lease property at fair market rates and believes that the lease terms offered are fair.

NEXT STEPS

Staff will continue working with EBRCSA to establish a long-term lease agreement. Staff will keep the Board updated.

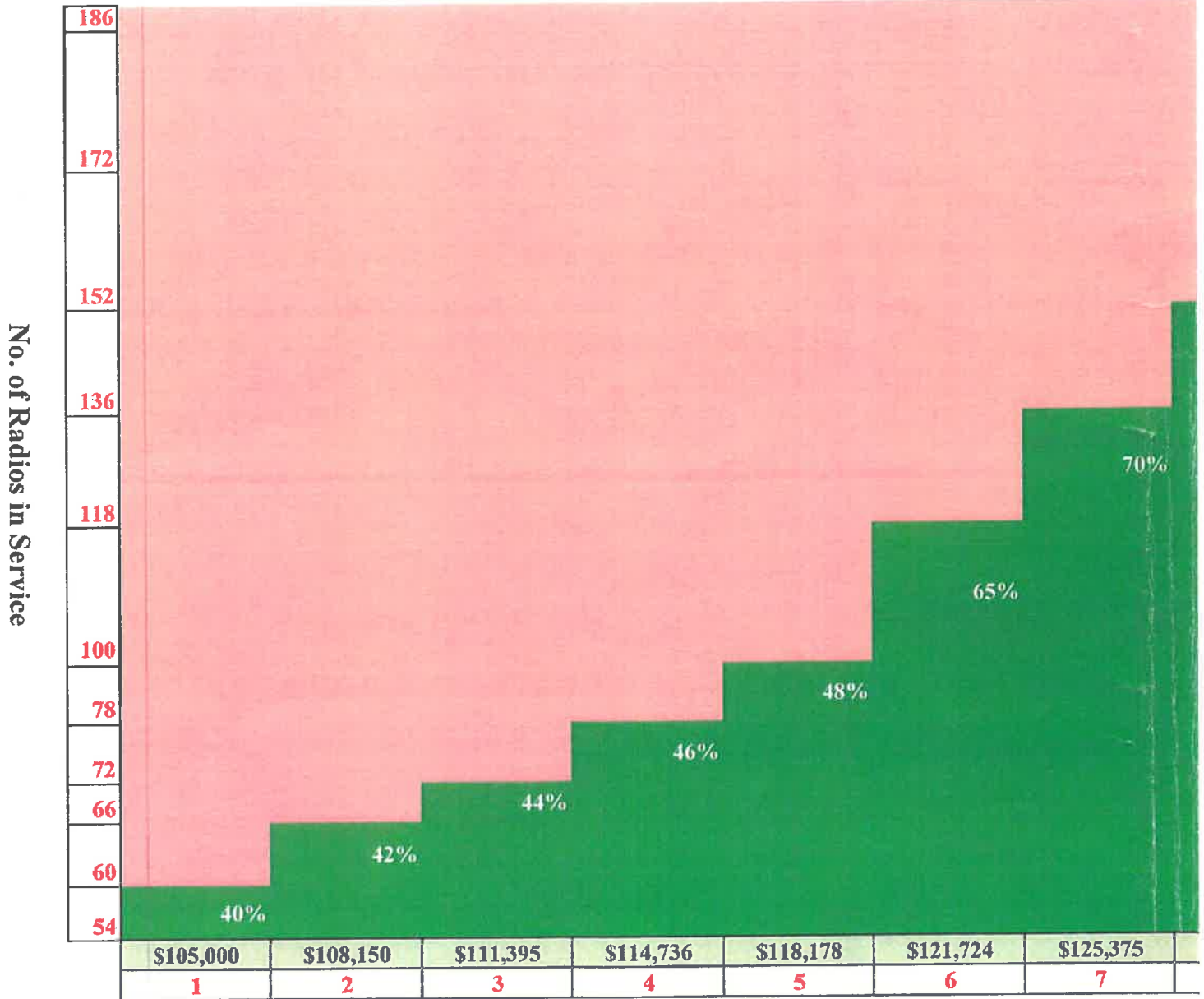
ARC:SAH:me:dlb

Attachment

Attachment 1

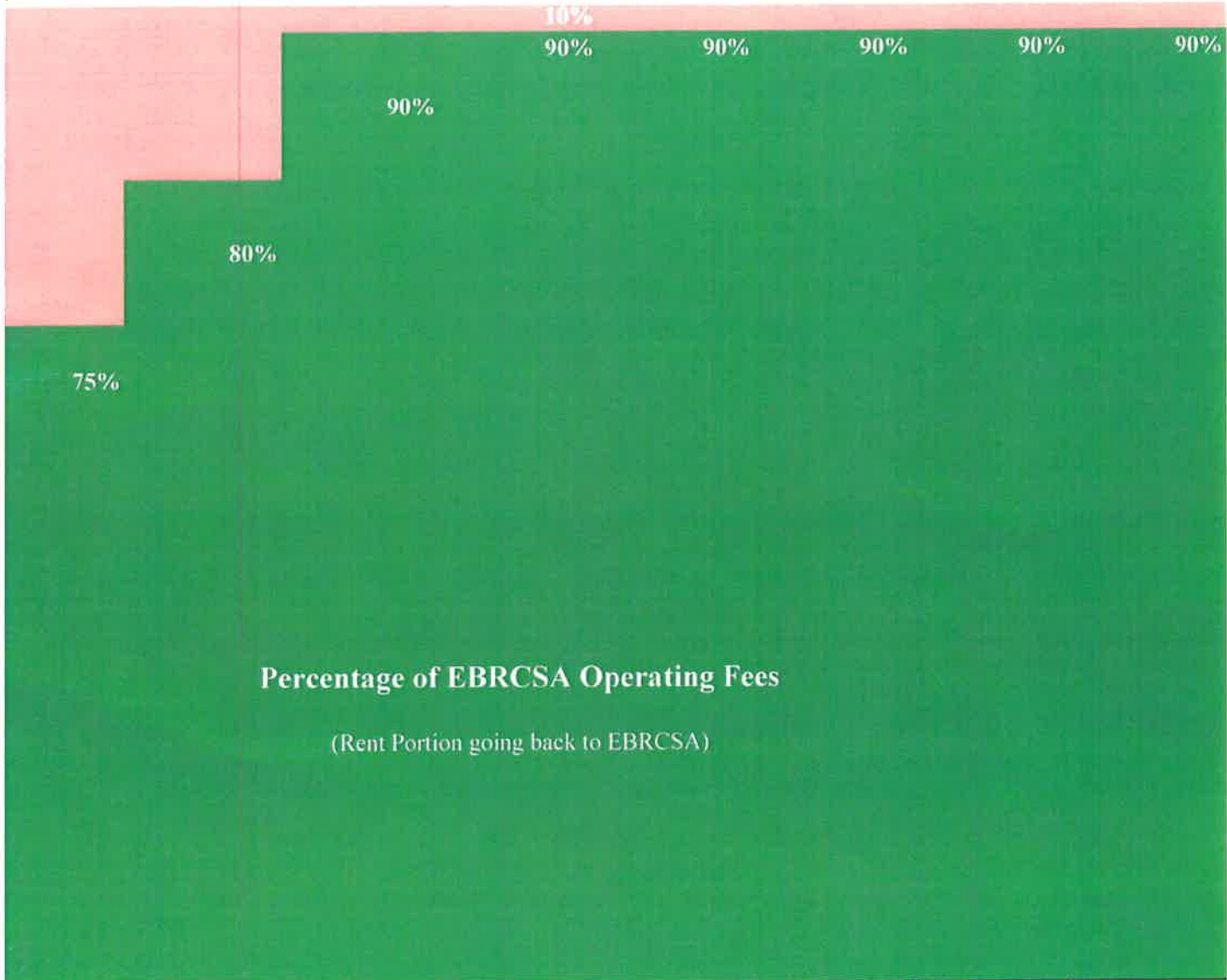
1. The District currently charges telecommunication carriers \$50,000 annually for each site with restrictions. The District agreed to lease each site to EBRCSA for a reduced amount of \$35,000 per year, thus giving EBRCSA a discount totaling \$675,000 over the term of a 15-year lease for the three sites.
2. All new telecommunication leases with carriers include a standard five percent annual increase instead of the Consumer Price Index (CPI) to simplify the lease administration. With EBRCSA, the District agreed to lower its standard annual increase from five percent to three percent. This concession is valued at \$367,564 in savings to EBRCSA for the three sites over the lease term.
3. District leases with telecom carriers include a 15 percent automatic increase at the renewal of each five-year extension period. The District agreed to reduce the renewal increases from its standard of 15 percent to three percent. This concession is valued at \$105,000 in savings to EBRCSA for the three sites over the lease term.
4. The District compromised on lease cancellation rights.
5. District telecommunication leases require District approval of any equipment additions or deletions from the site that differ in any way from the equipment listed in the original lease. The District allowed the approval of any additions and/or deletions to EBRCSA equipment on site.
6. District telecommunication leases expressly provide for an increase in rent if the carriers expand their services at any site. The District waived its right for compensation if EBRCSA expanded services on the towers.
7. The District modified EBRCSA's lease default provisions and allowed for longer cure periods.
8. The District agreed to compensate EBRCSA if they were forced to relocate to a different part of the site for District operational needs.
9. The District agreed to a very generous holdover provision. Generally, if there are payment holdovers, a 200 percent payment which includes last month rent is required which is the standard charge in a carrier lease. This was reduced to 15 percent for EBRCSA.
10. One of the key provisions in all of the District's telecommunication leases is the right to own the tower and vault buildings installed on site at end of the lease term. This is a common provision in private sector telecommunication leases which the District adopted, a provision the District typically never waives on. However, in the case of EBRCSA, the District waived those rights.

EBMUD P-25 Participation Costs Ba



Pro

Based on the Discounted Lease Rates



Percentage of EBRCSA Operating Fees

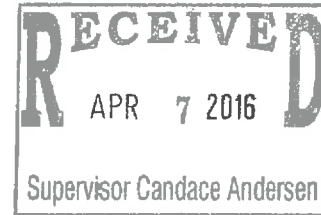
(Rent Portion going back to EBRCSA)

\$129,137	\$133,011	\$137,001	\$141,111	\$145,345	\$149,705	\$154,196	\$158,822
8	9	10	11	12	13	14	15

ected Rent

March 30, 2017

The Honorable Candace Andersen
The Honorable Scott Haggerty
East Bay Regional Communications System Authority
4985 Broder Blvd.
Dublin, CA 94568



Dear Supervisors Andersen and Haggerty:

We appreciate you taking the time to meet with East Bay Municipal Utility District (EBMUD) to discuss the proposed telecommunication leases for the East Bay Regional Communications System Authority (EBRCSA). Our agencies provide vital public services to the community and I believe we can find a solution that satisfies both our interests.

At the conclusion of our meeting on February 10, 2017, we discussed several follow-up action items. Staff has worked closely with EBRCSA to explore the available options and would like to provide you with an update on these efforts. The following is a recap of the action items and status:

1. **EBMUD and EBRCSA, with the assistance of Ed Woo, will investigate the possibility of having telecom carriers co-locate on the same sites with EBRCSA.**

Investigation of this option revealed that the three telecom sites located in Oakland, Richmond, and Moraga, did not have either sufficient room available on the towers for additional equipment or enough ground space to add new towers.

2. **The original proposed no-cost exchange of services agreement called for EBRCSA to provide equipment and waive subscription fees for 60 radios in lieu of lease fees for use of EBMUD property.**

In our meeting, we discussed reviving this proposal with a reduced number of radios. EBMUD suggested 40 P-25 radios instead of 60 radios. EBRCSA is attempting to clarify this option with its legal staff.

3. **A third option, proposed by EBMUD after our meeting, was for EBMUD to purchase our own equipment, including the radios, and EBRCSA would waive the P-25 initiation and monthly subscription fees for EBMUD's use of EBRCSA's system.**

This option was presented to address EBRCSA's concerns with purchasing equipment for EBMUD, primarily the capital outlay, and the precedent that it would set with other EBRCSA members. We believe this option offers a fair and easy exchange of use of each agencies' asset in lieu of lease fees. We understand that EBRCSA is consulting with its legal staff on this option as well.

Honorable Candace Andersen
Honorable Scott Haggerty
March 30, 2017
Page 2

It appears that EBRCSA and EBMUD use the same law firm and possibly the same attorney. The required conflict of interest statements were completed and returned via email on Friday, March 24, 2017 and evaluation of options should be able to proceed expeditiously.

Again thank you for your time and efforts on this matter. We look forward to hearing your thoughts on the above items. If you need additional information or I can be of further assistance, please contact me at (510) 287-0101.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alexander R. Coate".

Alexander R. Coate
General Manager

ARC:SAH:me:dlb

cc: EBMUD Board of Directors

TELECOMMUNICATION SITES LEASE

THIS TELECOMMUNICATION LEASE ("Lease"), is made this _____ day of _____, 20__ ("Effective Date"), by and between East Bay Municipal Utility District, a public corporation of the State of California ("Lessor"), and the East Bay Regional Communications System Authority, a joint exercise of powers agency of the State of California ("Lessee").

WHEREAS, Lessee is a joint exercise of powers agency with primary responsibility to own, build and operate a state-of-the-art P-25 compliant communications system for public agencies within Alameda and Contra Costa counties. EBRCSA is authorized to enter into this Agreement pursuant to a Joint Exercise of Powers Agreement between its member public agencies dated September 11, 2007.

WHEREAS, Lessor owns that certain real properties legally described in Exhibit "A", "B", "C" attached hereto and incorporated herein ("Properties").

WHEREAS, Lessee currently uses different portions of the Properties described in Exhibit "D", "E", and "F" attached hereto and incorporated herein ("Premises") for the purposes of installing, operating and maintaining communications facilities.

WHEREAS, Lessee desires to continue to use the Premises for its communications facilities and to enter into a long-term agreement with Lessor for such use;

WHEREAS, Lessor desires to lease the Premises to Lessee pursuant to the terms, conditions and covenants set forth herein.

NOW THEREFORE, Lessor and Lessee agree to the following terms, covenants, and conditions contained herein;

WITNESSETH:

1. PREMISES

Lessor leases to Lessee the three separate Premises as delineated in Exhibits "D", "E", and "F" at three different Lessor owned properties identified in Exhibits "A", "B", and "C" for the purpose of placing Lessee's telecommunication equipment with all appurtenances and utilities, along with the use of access routes as illustrated in each of the Premises' attached Exhibit.

2. USE OF PREMISES

Lessee shall use the Premises only for the purpose of accessing, installing, maintaining, operating, replacing, upgrading and removing a wireless communications facilities, including a communications tower, repeater equipment, security camera, support facilities and equipment, power generation equipment and related improvements, structures and equipment (collectively, "Facilities") and uses incidental thereto.

A. Lessee's existing Facilities consists of the facilities described in Exhibits "G", "H", and "I" attached hereto and incorporated herein.

3. TERM

A. Initial Term: Lessee shall have the rights to the Premises for a period of five (5) years (“Initial Term”), commencing thirty (30) days after execution of this Lease (“Commencement Date”) and ending five (5) years from the Commencement Date (“Expiration Date”), subject to renewal or cancellation rights as hereinafter set forth.

B. Extended Term (Renewal Options): Lessee shall have the option to extend the Term of this Lease for two (2) consecutive five (5) year periods after the Initial Term expires (each an “Extended Term”) upon the same terms and conditions set forth herein except for the Base Rent, which shall increase as set forth in Section 4.C, below. The Lease shall renew automatically for each Extended Term unless Lessee gives Lessor written notice of its intention not to renew no later than thirty (30) days prior to the expiration of the Initial Term or First Extended Term, whichever is applicable.

4. RENT

A. Base Rent: Lessee agrees to pay Lessor, as base rent for the Premises starting on the Commencement Date, the annual sum of thirty five thousand dollars (\$35,000) for each of the described Premises for a total of \$105,000 (“Base Rents”) payable in advance on or before the Commencement Date of the Initial Term and annually thereafter during the Initial Term to the Lessor at P.O. Box 24055, Oakland, CA 94623.

B. Base Rent Adjustment. The amount of Base Rents payable hereunder shall be adjusted annually, commencing on the first anniversary of the Commencement Date of the Initial Term and thereafter on each anniversary date of the Commencement Date during the Initial Term or any extensions thereof (the “Adjustment Date”). Adjustments shall increase and be calculated by three percent (3%) of the previous year’s rental. Adjustments shall become effective on the Adjustment Date.

C. Extended Term (Renewal) Base Rents. If Lessee elects to exercise its option for an Extended Term, the Base Rent shall increase by three percent (3%) above the Base Rent paid by Lessee during the previous twelve (12) month period at the commencement of the Extended Term, which increase shall replace and be in lieu of any annual Base Rent adjustment scheduled to occur on the same date pursuant to Section 4.B herein. Thereafter the annual Base Rent adjustment will be pursuant to Section 4B herein.

D. Late Rent. Should the annual Base Rent payment not be paid in full within thirty days (30) days of the Due Date, a ten percent (10%) late fee shall be added to the Base Rent due. Lessor’s right to collect a late fee shall not be deemed an extension of the Due Date nor prevent the Lessor from exercising any other rights and remedies available under this Lease and by law.

5. UTILITIES

Lessee agrees to furnish and maintain at Lessee’s sole cost and expense, all water, gas, heat, light, power and all other utilities and operating infrastructure required at the Premises.

6. LESSOR'S RIGHTS

A. Lessor reserves the right to use the Property, including the Premises, at any and all times, for Lessor's operations and shall, in the event of an emergency, have the right to enter upon the Premises for emergency purposes necessary in the conduct of the Lessor's operations. In the event Lessor enters the Premises pursuant to this Section, Lessor shall provide Lessee notice of such access as soon as is practical.

B. It is understood that construction, reconstruction, maintenance, and use of the reservoir, pumping plants, pipelines and other facilities or improvements of Lessor, present or future, upon the Property shall at all times be paramount to any rights under this Agreement, provided that Lessor will not unreasonably interfere with Lessee's use of the Premises. The construction, reconstruction, maintenance, and use of the facilities of Lessee, and all work upon or in connection therewith, shall at no time and in no way whatever interfere with the present or future operations of Lessor; the location of the facilities, the construction, reconstruction, and maintenance thereof, and all work in connection therewith, shall be done and made under the supervision and to the reasonable satisfaction of Lessor.

7. ACCESS

Where Lessor holds rights of access to the Property in fee title, Lessor grants Lessee access to the Property via use of the access road as described in Exhibits "A-F", and a right of access to the source of electrical and telephone facilities, twenty-four (24) hours a day, seven (7) days a week as depicted in Exhibits "A-F". Where Lessor does not own access rights in fee title, Lessee shall be solely responsible for obtaining any and all rights required from third parties to access the Premises. Lessor will, however, provide Lessee with copies of any applicable easement agreements granting Lessor access to the Property. If Lessee uses Lessor's existing access road, Lessor and Lessee will share in road maintenance costs as provided herein. Lessee shall be solely responsible for the cost of road maintenance for any portion of access roads that are used exclusively by Lessee. Lessee shall be solely responsible for the costs of repairs any damage to access road caused by Lessee, its contactors, subcontractors, agents or sublessees. Lessor agrees to permit Lessee free ingress and egress to the Premises to conduct such surveys, structural strength analyses, subsurface boring tests and other activities of a similar nature as Lessee may deem necessary at the sole cost of Lessee.

8. PRIOR APPROVAL

Lessee agrees that prior to construction of any new Facilities on the Premises, Lessee shall submit to Lessor for final approval the approved building permit from the appropriate permitting agency, the final construction plans and a detailed description and photo depiction of the improvements to be built, which approval shall not be unreasonably withheld or delayed. In the event Lessor fails to respond to a request for approval within forty-five (45) days after receiving such request, such request shall be deemed approved.

9. CONDITION OF PREMISES

Lessee further agrees that upon completion of the installation of any new Facilities, Lessee shall promptly return as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work and Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance thereon and agrees to keep the Premises in a neat, clean, sanitary and orderly condition at all times during occupancy, and not to permit any amount of rubbish, garbage or refuse to accumulate and remain thereon at any time. If Lessee fails so to keep the Premises as stated herein, then after thirty (30) days written notice to Lessee, Lessor may perform the necessary work at the reasonable expense of Lessee, which expense Lessee agrees to pay to Lessor upon demand.

10. LIENS

Lessee shall keep the Premises free and clear from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

11. TREES

Lessee agrees that no trees will be damaged and/or removed during installation of Lessee's facilities without mitigation approved in advance by Lessor. During the term of this Lease, trimming of trees must be minimized and shall be subject to prior approval by Lessor.

12. INTERFERENCE

Lessee shall provide for complete frequency compatibility with all other radio transmitting equipment currently existing on the Premises prior to the Effective Date and any future equipment owned and properly installed by Lessor. In the event an interference problem arises and cannot be eliminated by Lessee within thirty (30) days after notification to do so by Lessor, the equipment causing such interference shall be taken out of service until the problem is corrected to the complete satisfaction of the Lessor. During the term of this Lease, Lessor will not grant a similar Lease to a third party if such third party's facilities would interfere with the operation of Lessee's facilities on the Premises. Nothing in this Lease shall prohibit the co-locating of telecommunication equipment on or in Lessee's facilities as long as said co-location is approved in writing by both Lessee and Lessor.

13. GOVERNMENTAL APPROVALS

Lessee shall, at its sole cost and expense, comply with all applicable requirements, rules, regulations and environmental documentation pertaining to facilities, equipment and operations to be conducted on the Premises, including all requirements imposed by the respective City, County, the State of California and the United States of America. Lessor agrees to cooperate with Lessee with respect to obtaining any required zoning or other governmental approvals or permits for the Premises and Lessee's facilities, including providing signatures where necessary on Lessee's governmental permit applications. Lessee acknowledges, however, that Lessor is not a permitting entity and shall not be responsible for obtaining or maintaining any necessary governmental approvals on behalf of Lessee.

14. MODIFICATIONS AND IMPROVEMENTS

A. Lessee will not make any alterations to the Premises without obtaining the prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. Lessee must request consent to the modifications in writing, and submit a copy of the proposed plans that will be submitted to the appropriate permitting agency, a copy of the permit application being submitted to the permitting agency, and a letter of authorization. In the event Lessor fails to respond to a request for approval within forty-five (45) days after receiving such request, such request shall be deemed approved. If Lessee will require Lessor, as property owner to sign a permit application or other similar document to be submitted to the permitting agency, Lessor will require a letter from the Lessee that certifies all documentation submitted to the permitting agency is true and correct and that Lessee indemnifies the Lessor against any claims resulting from erroneous representations or misrepresentations. Alterations to the Premises that significantly change the footprint of the Facilities will require an amendment to this Lease to reflect the new footprint.

B. Upon Lessee receiving approval from the appropriate permitting agency, Lessee must submit to Lessor a copy of the approved permit and a copy of the final construction plans.

C. Lessee shall provide Lessor, without charge or expense, space as necessary for Lessor's communications equipment either inside or on top of Lessee's improvements, to be utilized solely in connection with Lessor's operations as a municipal utility district. Lessor acknowledges and agrees that Lessor's communications equipment may not interfere with any of Lessee's Facilities, and Lessor shall submit plans and specifications to Lessee for review to determine any impact on Lessee's Facilities. Within 45 days, Lessee shall either approve Lessor's plans and specifications or deny approval if Lessee reasonably determines that either a technical or structural interference is likely to occur. Failure by Lessee to approve or deny approval of Lessor's plans and specifications within 45 days shall be deemed approval.

D. Lessor shall be solely responsible for all costs associated with the installation and maintenance of Lessor's equipment or improvements on the Premises.

15. INDEMNIFICATION AND DAMAGES

A. Lessee expressly agrees to indemnify, defend and hold harmless Lessor, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of Lessee's operation or performance under this Agreement, including all costs, claims, and damages (including property and personal injury) arising out of any Hazardous Materials as defined in Section 16.C within the Property to the extent caused and/or released by Lessee's construction, reconstruction, maintenance, operation, use or removal of its Facilities. Such indemnification shall not obtain to acts of gross negligence or willful misconduct of Lessor, its directors, officers or employees.

B. Damages: Lessee shall be responsible for and shall reimburse Lessor for any damage or loss to Lessor's present or future facilities on the Property to the extent directly or indirectly contributed to or caused by Lessee's operation or performance under this Lease, including, but not limited to, any damage or loss due to Lessee's deposit of Hazardous Materials as defined in Section 16.C on the Property. Lessee's obligations pursuant to this paragraph shall not apply to the extent such damage or loss is caused by the gross negligence or willful misconduct of Lessor, its directors, officers or employees.

C. Assumption of Risk: Except to the extent caused by the gross negligence or willful misconduct of Lessor, its directors, officers or employees, Lessee agrees to assume all risk of damage to any property of Lessee or any other property under the control or custody of Lessee while upon the Property or rights-of-way of Lessor or in proximity thereto, caused by or contributed to in any way by Lessor's construction, reconstruction, operation, maintenance, repair, or use of pipelines, reservoirs or other facilities or improvements or roadways of Lessor, present or future.

16. HAZARDOUS MATERIALS

A. Representation: Lessor represents that it has conducted no site investigation(s) for hazardous materials and has no knowledge of any hazardous materials (as defined below) existing on or about the Property, including the Premises, in violation of any applicable law.

B. Lessee represents and warrants to Lessor that Lessee will not generate, store or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below).

C. Definition of Hazardous Materials: In this Lease, "hazardous materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances by any law or statute now or after this date in effect in the state in which the Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

17. INSURANCE REQUIREMENTS

Lessee shall take out and maintain during the life of the Lease all the insurance required in this Section, and shall submit unaltered and completed certificates for each Property (attached as Exhibit "D") for review and approval by Lessor. The Lease shall not be issued, and Lessee shall not commence operations on the Premises, until the certificates have been approved by Lessor. The certificates shall be the forms supplied by the Lessor (except as noted below for the Workers Compensation Insurance).

Acceptance of the certificates shall not relieve Lessee of any of the insurance requirements, nor decrease the liability of Lessee. Lessor reserves the right to require Lessee to provide insurance policies for review.

Lessee shall take out and maintain during the life of the Lease statutory Workers' Compensation insurance for all of its employees on the Properties. In lieu of evidence of Workers Compensation insurance, Lessor will accept a Self-Insured Certificate issued from the State of California. Lessee shall require any agent and/or consultant to provide it with evidence of Workers' Compensation Insurance coverage.

Lessee shall take out and maintain during the life of the Lease Automobile and Commercial General Liability Insurance policies that provide protection from claims which may arise from operations or performance under this Lease. If Lessee elects to self-insure (self-fund) any liability exposure during the Lease period above \$50,000, Lessee is required to notify the Lessor immediately. Any request to self-insure must first be approved by the Lessor before the changed terms are accepted. Lessee shall require any agent and/or consultant to provide evidence of Automobile, Commercial General Liability Insurance Coverage, and Pollution Liability Insurance coverages for any work involving construction, excavation and/or the use or storage of any hazardous materials.

The amounts of insurance shall be not less than the following per Property:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile Liability.

\$2,000,000/Occurrence/Claims Made, Bodily Injury, Property Damage – Pollution Liability

The following coverages or endorsements must be included in the policy(ies):

- A. Lessor and its directors, officers, and employees are additional insureds in the policy(ies) as to the work being performed under this Lease;
- B. The coverage is primary and non-contributory to any other insurance carried by Lessor;
- C. The policy(ies) cover(s) contractual liability;
- D. The policy(ies) is (are) written on an occurrence basis,
- E. The policy(ies) cover(s) Lessor's real property in the Lessee's care, custody and control;
- F. The policy(ies) cover(s) personal injury (libel, slander, unlawful entry and eviction) liability;
- G. The policy covers explosion, collapse and underground hazards;
- H. The policy(ies) cover(s) products and completed operations;
- I. A policy to cover use of owned, non-owned, and hired automobiles and equipment;

J. The policy(ies) shall not be canceled nor reduced unless 30 days' written notice is given to Lessor.

18. ASSIGNABILITY

Lessee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Lease or in the Premises, without Lessor's prior written consent which consent shall not be unreasonably withheld or delayed.

19. DEFAULT

A. DEFAULT BY LESSEE

It is understood and agreed that if Lessee fails to pay any installment of rent as it becomes due, or if Lessee defaults on any of the other covenants, agreements or terms of this Lease, and if upon receipt of ten (10) days' written notice in the case of a monetary default, thirty (30) days' written notice in the case of a non-monetary default or seven (7) days' written notice in the case of a frequency incompatibility default, Lessee shall fail or refuse to correct the default, Lessor at its option may re-enter the Premises and remove all improvements therefrom, and may terminate this Lease or take possession of the Premises as the agent and for the account of Lessee, and may lease or rent the whole, or any part of the Premises for the balance or any part of the term of this Lease and retain all rents received and apply them in payment on any rents owed by Lessee. The performance of any or all of these acts by Lessor shall not release Lessee from the full and strict compliance with all of the terms, conditions and covenants of this Lease, If the nature of Lessee's default is such that more than thirty (30) days are reasonably required to cure the default, then Lessee shall not be in default if Lessee commences the cure within this thirty (30) day period and thereafter diligently prosecutes such cure to completion.

B. DEFAULT BY LESSOR

Lessor shall be deemed to be in default of this Lease if Lessor fails to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessor, where such failure continues for thirty (30) days after written notice by Lessee to Lessor detailing such default; provided however, if the nature of Lessor's default is such that more than thirty (30) days are reasonably required to cure the default, then Lessor shall not be in default if Lessor commences the cure within this thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of an incurable default or a default which is not cured by Lessor within the grace period specified, Lessee may pursue any remedies available to it against Lessor at law or in equity, including but not limited to, the right to terminate this Lease.

20. WAIVER

The waiver by either party of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of the term, covenant or condition or any subsequent breach of the

same or any other term, covenant or condition. Lessor's subsequent acceptance of rent shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of the rent.

21. REMEDIES

It is understood that the remedies provided for the parties in case of a violation of the terms of this Lease by the other party are not exclusive, but are in addition to any remedies provided by law, any of which the parties shall have the right to use at their option.

22. RELOCATION

Lessor shall have the right to require the relocation of the Premises, or any part thereof, to an alternate ground location provided that (i) the relocation shall be performed exclusively by Lessee or its agents at Lessee's sole cost and expense during the Relocation Period, as defined below, (ii) the relocation shall not result in any interruption of the communications services provided by Lessee to its customers, including, but not limited to, Lessee's continuous access, maintenance and operation of Lessee's facilities, until such time that all tenants, subtenants and sublicensees that have been permitted by this Lease are successfully relocated, and (iii) the relocation shall not impair, or in any manner alter, the quality of communications services provided by Lessee to its customers on and from the Relocation Site as defined below.

A. Relocation Process. To exercise the relocation rights, Lessor shall provide written notice to Lessee not less than twelve (12) months prior to the relocation date and shall propose an alternate site in the same Property to which Lessee may relocate the Lessee Facilities ("Alternate Site Location"). Lessee shall have sixty (60) days from the date of the notice to evaluate the Alternate Site Location, including, but not limited to, conducting tests to determine the technological feasibility of the Alternate Site Location and obtaining written approval of all wireless telecommunications providers on the Premises that have been permitted by this Lease. If Lessee fails to approve the Alternate Site Location in writing within said sixty (60) day period, Lessee will be deemed to have not approved such Alternate Site Location. If Lessee does not approve such Alternate Site Location, Lessor may then propose another Alternate Site Location by providing notice to Lessee in the manner set forth above. Upon Lessee's approval of any proposed Alternate Site Location, both parties will enter into a written agreement concerning the relocation of Lessee's Facilities ("Relocation Agreement") to the Alternate Site Location ("Relocation Site"). Lessor shall undertake reasonable efforts to provide an Alternate Site Location acceptable to Lessee. If no Alternate Site Location is available or if Lessee does not approve an Alternate Site Location, Lessor or Lessee may, upon one (1) years' written notice, terminate the Lease.

B. No Additional Terms. Upon relocation of Lessee's facilities, all references to the Premises in this Lease shall be deemed to refer to the Relocation Site (including any access and utility easements). The Relocation Site shall be surveyed by a licensed surveyor at the sole cost of Lessor, in which event such survey shall replace and supersede the description of the Premises under this Lease. Unless otherwise provided in the Relocation Agreement

or any other written agreement of the Parties, the relocation of Lessee's Facilities shall not affect, alter, modify or otherwise change any of the terms and conditions of this Lease.

C. Relocation Period. The "Relocation Period" shall mean that period of time commencing on the date Lessee has received all required permits and approvals for the Relocation Site and ending one hundred twenty (120) days thereafter. The relocation of Lessee's facilities to the Relocation Site shall be substantially completed within the Relocation Period, to the extent reasonably feasible.

23. CONDEMNATION

If any part of the Premises is condemned for a public use and a part of the Premises remains that is capable of occupation and use as authorized under this Lease, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. If all of the Premises is condemned or if such part is condemned so that there does not remain a portion capable of occupation and use as herein authorized, this Lease shall thereupon terminate. If a part or all of the Premises is condemned, all compensation awarded upon such condemnation, except such compensation as shall be specifically awarded to Lessee for loss of or damages to fixtures owned by Lessee, or business interruption or moving expenses, shall go to Lessor and Lessee shall have no claim thereto and Lessee irrevocably assigns and transfers to Lessor any and all rights to all other compensation or damages to which Lessee may become entitled during the term of this Lease by reason of the condemnation.

25. TERMINATION (NONDEFAULT)

Lessor's Right to Terminate. After expiration of the Initial Term of this Lease, provided the conditions of this Section are met, Lessor may terminate this Lease during any Extended Term upon at least one (1) year notice to Lessee.

After expiration of Initial Term and Extended Terms, if lease is in holdover, Lessor may terminate occupancy upon at least sixty (60) days' notice to Lessee.

Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease upon at least one (1) year written notice to Lessor.

Upon termination, neither party will owe any further obligation under the terms of this Lease except for Lessee's responsibility to remove all of Lessee's facilities from the Premises and restore the Premises to its original condition, as near as practicable in accordance with Section 28, below. Upon any early termination of this Lease, any prepaid rent shall be prorated from the date of termination and returned to Lessee.

26. SURVIVAL

The provisions of Sections 15, 16 and 20 of this Lease will survive the expiration or termination of this Lease.

27. HOLD-OVER

Any holding over after the expiration of the Initial Term or an Extended Term (“Hold-Over”), with the consent of Lessor, shall be construed to be a tenancy from month to month. All terms and conditions of this Lease, excluding Base Rent shall be in full force and effect during Hold-Over. During Hold-Over, the Base Rent shall increase by fifteen percent (15%) above the previous year’s rent paid by Lessee (“Hold-Over Rate”). The Hold-Over Rate shall be due and payable on the anniversary of the Commencement Date of this Lease.

28. REMOVAL OF LESSEE’S FACILITIES UPON TERMINATION

Lessor agrees that the Facilities and all other improvements of every kind and nature constructed, erected, or placed by Lessee on the Premises shall be and remain the property of Lessee. Lessee shall remove its Facilities within thirty (30) days following termination or expiration of this Lease. Lessee agrees to fill in all excavations with solidly compacted earth and to leave said Premises in a neat and clean condition following any such removal save and except normal wear and tear and acts beyond Lessee’s control. Should Lessee fail to complete the removal of Lessee’s Facilities within thirty (30) days following termination of this Lease, then Lessor may perform the removal and Lessee agrees to pay Lessor the reasonable cost for such removal promptly upon demand. The Base Rent shall accrue at the Hold-Over Rate until all equipment has been satisfactorily removed and the Premises have been left in satisfactory condition. Within thirty (30) days following termination of this Lease, Lessee shall at Lessee’s expense eliminate and pay in full any encumbrances, liens and debts incurred by Lessee with respect to any improvements to remain on the property.

29. NOTICE

Any notice required or desired to be given or served under this Lease shall be deemed properly given or served if sent by registered mail, postage prepaid, addressed to Lessor at 375-11th Street, Oakland, California 94607 Attn: Manager of Real Estate Services MS# 903, or Lessee at East Bay Regional Communications System Authority, Attn: Executive Director, 4985 Broder Blvd., Dublin, CA 94568 or at such other address as shall be last furnished in writing by one party to the other.

30. EXISTING CONDITION

This Lease is made subject to all existing liens, encumbrances, conditions and restrictions of record affecting the Premises and is also subject to all existing rights, rights-of-way, licenses, leases, reservations, and easements by whomsoever held, in and to the Premises which predate this Lease.

31. BINDING PROVISIONS

It is understood and agreed that, subject to the provisions of Section 18, this Lease shall be binding upon and inure to the benefit of the executors, administrators and permitted assigns of the respective parties hereto.

32. TITLE AND QUIET POSSESSION

Lessor represents and agrees (a) that it is the owner of the Property; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign; (d) that Lessee is entitled to access to the Premises at all times and to the quiet possession of the Premises throughout the term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that, except in case of emergency, Lessor shall not handle or otherwise disturb Lessee's Facilities.

33. ENTIRE AGREEMENT; MODIFICATION

This Lease (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal representations or understandings between the parties. This Lease may only be amended by mutual agreement of the parties in writing and signed by both parties.

34. SEVERABILITY

If any provision of this Lease is held to be invalid or unenforceable with respect to any party, the remainder will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law.

35. ATTORNEYS FEES

The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees, limited to the rate of local independent counsel in Alameda County.

36. GOVERNING LAW

This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws.

37. JURISDICTION

Lessor and Lessee agree that all disputes, disagreements, or claims arising in connection with this Lease shall be submitted to the exclusive jurisdiction of the state and federal courts of the State of California, with venue in Alameda County. This choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to this Lease in any jurisdiction other than that specified in this Section.

38. COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, the day and year first above written.

LESSEE:

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY,
a joint exercise of powers agency

By: _____
Board Chair

Approved as to form:

Robin Donoghue, EBRCSA Counsel

LESSOR
EAST BAY MUNICIPAL UTILITY DISTRICT

By; _____
MATT ELAWADY
Manager of Real Estate Services

TELECOMMUNICATION SITES LEASE

THIS TELECOMMUNICATION LEASE ("Lease"), is made this ____ day of _____, 20__ ("Effective Date"), by and between East Bay Municipal Utility District, a public corporation of the State of California ("Lessor"), and the East Bay Regional Communications System Authority, a joint exercise of powers agency of the State of California ("Lessee").

WHEREAS, Lessee is a joint exercise of powers agency with primary responsibility to own, build and operate a state-of-the-art P-25 compliant communications system for public agencies within Alameda and Contra Costa counties. EBRCSA is authorized to enter into this Agreement pursuant to a Joint Exercise of Powers Agreement between its member public agencies dated September 11, 2007.

WHEREAS, Lessor owns that certain real properties legally described in Exhibit "A", "B", "C" attached hereto and incorporated herein ("Properties").

WHEREAS, Lessee currently uses different portions of the Properties described in Exhibit "D", "E", and "F" attached hereto and incorporated herein ("Premises") for the purposes of installing, operating and maintaining communications facilities.

WHEREAS, Lessee desires to continue to use the Premises for its communications facilities and to enter into a long-term agreement with Lessor for such use;

WHEREAS, Lessor desires to lease the Premises to Lessee pursuant to the terms, conditions and covenants set forth herein.

NOW THEREFORE, Lessor and Lessee agree to the following terms, covenants, and conditions contained herein;

WITNESSETH:

1. PREMISES

Lessor leases to Lessee the three separate Premises as delineated in Exhibits "D", "E", and "F" at three different Lessor owned properties identified in Exhibits "A", "B", and "C" for the purpose of placing Lessee's telecommunication equipment with all appurtenances and utilities, along with the use of access routes as illustrated in each of the Premises' attached Exhibit.

2. USE OF PREMISES

Lessee shall use the Premises only for the purpose of accessing, installing, maintaining, operating, replacing, upgrading and removing a wireless communications facilities, including a communications tower, repeater equipment, security camera, support facilities and equipment, power generation equipment and related improvements, structures and equipment (collectively, "Facilities") and uses incidental thereto.

A. Lessee's existing Facilities consists of the facilities described in Exhibits "G", "H", and "I" attached hereto and incorporated herein.

3. TERM

A. Initial Term: Lessee shall have the rights to the Premises for a period of five (5) years (“Initial Term”), commencing thirty (30) days after execution of this Lease (“Commencement Date”) and ending five (5) years from the Commencement Date (“Expiration Date”), subject to renewal or cancellation rights as hereinafter set forth.

B. Extended Term (Renewal Options): Lessee shall have the option to extend the Term of this Lease for two (2) consecutive five (5) year periods after the Initial Term expires (each an “Extended Term”) upon the same terms and conditions set forth herein except for the Base Rent, which shall increase as set forth in Section 4.C, below. The Lease shall renew automatically for each Extended Term unless Lessee gives Lessor written notice of its intention not to renew no later than thirty (30) days prior to the expiration of the Initial Term or First Extended Term, whichever is applicable.

4. RENT

A. Base Rent: Lessee agrees to pay Lessor, as base rent for the Premises starting on the Commencement Date, the annual sum of thirty five thousand dollars (\$35,000) for each of the described Premises for a total of \$105,000 (“Base Rents”) payable in advance on or before the Commencement Date of the Initial Term and annually thereafter during the Initial Term to the Lessor at P.O. Box 24055, Oakland, CA 94623.

B. Base Rent Adjustment. The amount of Base Rents payable hereunder shall be adjusted annually, commencing on the first anniversary of the Commencement Date of the Initial Term and thereafter on each anniversary date of the Commencement Date during the Initial Term or any extensions thereof (the “Adjustment Date”). Adjustments shall increase and be calculated by three percent (3%) of the previous year’s rental. Adjustments shall become effective on the Adjustment Date.

C. Extended Term (Renewal) Base Rents. If Lessee elects to exercise its option for an Extended Term, the Base Rent shall increase by three percent (3%) above the Base Rent paid by Lessee during the previous twelve (12) month period at the commencement of the Extended Term, which increase shall replace and be in lieu of any annual Base Rent adjustment scheduled to occur on the same date pursuant to Section 4.B herein. Thereafter the annual Base Rent adjustment will be pursuant to Section 4B herein.

D. Late Rent. Should the annual Base Rent payment not be paid in full within thirty days (30) days of the Due Date, a ten percent (10%) late fee shall be added to the Base Rent due. Lessor’s right to collect a late fee shall not be deemed an extension of the Due Date nor prevent the Lessor from exercising any other rights and remedies available under this Lease and by law.

5. UTILITIES

Lessee agrees to furnish and maintain at Lessee’s sole cost and expense, all water, gas, heat, light, power and all other utilities and operating infrastructure required at the Premises.

6. LESSOR'S RIGHTS

A. Lessor reserves the right to use the Property, including the Premises, at any and all times, for Lessor's operations and shall, in the event of an emergency, have the right to enter upon the Premises for emergency purposes necessary in the conduct of the Lessor's operations. In the event Lessor enters the Premises pursuant to this Section, Lessor shall provide Lessee notice of such access as soon as is practical.

B. It is understood that construction, reconstruction, maintenance, and use of the reservoir, pumping plants, pipelines and other facilities or improvements of Lessor, present or future, upon the Property shall at all times be paramount to any rights under this Agreement, provided that Lessor will not unreasonably interfere with Lessee's use of the Premises. The construction, reconstruction, maintenance, and use of the facilities of Lessee, and all work upon or in connection therewith, shall at no time and in no way whatever interfere with the present or future operations of Lessor; the location of the facilities, the construction, reconstruction, and maintenance thereof, and all work in connection therewith, shall be done and made under the supervision and to the reasonable satisfaction of Lessor.

7. ACCESS

Where Lessor holds rights of access to the Property in fee title, Lessor grants Lessee access to the Property via use of the access road as described in Exhibits "A-F", and a right of access to the source of electrical and telephone facilities, twenty-four (24) hours a day, seven (7) days a week as depicted in Exhibits "A-F". Where Lessor does not own access rights in fee title, Lessee shall be solely responsible for obtaining any and all rights required from third parties to access the Premises. Lessor will, however, provide Lessee with copies of any applicable easement agreements granting Lessor access to the Property. If Lessee uses Lessor's existing access road, Lessor and Lessee will share in road maintenance costs as provided herein. Lessee shall be solely responsible for the cost of road maintenance for any portion of access roads that are used exclusively by Lessee. Lessee shall be solely responsible for the costs of repairs any damage to access road caused by Lessee, its contactors, subcontractors, agents or sublessees. Lessor agrees to permit Lessee free ingress and egress to the Premises to conduct such surveys, structural strength analyses, subsurface boring tests and other activities of a similar nature as Lessee may deem necessary at the sole cost of Lessee.

8. PRIOR APPROVAL

Lessee agrees that prior to construction of any new Facilities on the Premises, Lessee shall submit to Lessor for final approval the approved building permit from the appropriate permitting agency, the final construction plans and a detailed description and photo depiction of the improvements to be built, which approval shall not be unreasonably withheld or delayed. In the event Lessor fails to respond to a request for approval within forty-five (45) days after receiving such request, such request shall be deemed approved.

9. CONDITION OF PREMISES

Lessee further agrees that upon completion of the installation of any new Facilities, Lessee shall promptly return as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work and Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance thereon and agrees to keep the Premises in a neat, clean, sanitary and orderly condition at all times during occupancy, and not to permit any amount of rubbish, garbage or refuse to accumulate and remain thereon at any time. If Lessee fails so to keep the Premises as stated herein, then after thirty (30) days written notice to Lessee, Lessor may perform the necessary work at the reasonable expense of Lessee, which expense Lessee agrees to pay to Lessor upon demand.

10. LIENS

Lessee shall keep the Premises free and clear from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

11. TREES

Lessee agrees that no trees will be damaged and/or removed during installation of Lessee's facilities without mitigation approved in advance by Lessor. During the term of this Lease, trimming of trees must be minimized and shall be subject to prior approval by Lessor.

12. INTERFERENCE

Lessee shall provide for complete frequency compatibility with all other radio transmitting equipment currently existing on the Premises prior to the Effective Date and any future equipment owned and properly installed by Lessor. In the event an interference problem arises and cannot be eliminated by Lessee within thirty (30) days after notification to do so by Lessor, the equipment causing such interference shall be taken out of service until the problem is corrected to the complete satisfaction of the Lessor. During the term of this Lease, Lessor will not grant a similar Lease to a third party if such third party's facilities would interfere with the operation of Lessee's facilities on the Premises. Nothing in this Lease shall prohibit the co-locating of telecommunication equipment on or in Lessee's facilities as long as said co-location is approved in writing by both Lessee and Lessor.

13. GOVERNMENTAL APPROVALS

Lessee shall, at its sole cost and expense, comply with all applicable requirements, rules, regulations and environmental documentation pertaining to facilities, equipment and operations to be conducted on the Premises, including all requirements imposed by the respective City, County, the State of California and the United States of America. Lessor agrees to cooperate with Lessee with respect to obtaining any required zoning or other governmental approvals or permits for the Premises and Lessee's facilities, including providing signatures where necessary on Lessee's governmental permit applications. Lessee acknowledges, however, that Lessor is not a permitting entity and shall not be responsible for obtaining or maintaining any necessary governmental approvals on behalf of Lessee.

14. MODIFICATIONS AND IMPROVEMENTS

A. Lessee will not make any alterations to the Premises without obtaining the prior written approval of Lessor, which approval shall not be unreasonably withheld or delayed. Lessee must request consent to the modifications in writing, and submit a copy of the proposed plans that will be submitted to the appropriate permitting agency, a copy of the permit application being submitted to the permitting agency, and a letter of authorization. In the event Lessor fails to respond to a request for approval within forty-five (45) days after receiving such request, such request shall be deemed approved. If Lessee will require Lessor, as property owner to sign a permit application or other similar document to be submitted to the permitting agency, Lessor will require a letter from the Lessee that certifies all documentation submitted to the permitting agency is true and correct and that Lessee indemnifies the Lessor against any claims resulting from erroneous representations or misrepresentations. Alterations to the Premises that significantly change the footprint of the Facilities will require an amendment to this Lease to reflect the new footprint.

B. Upon Lessee receiving approval from the appropriate permitting agency, Lessee must submit to Lessor a copy of the approved permit and a copy of the final construction plans.

C. Lessee shall provide Lessor, without charge or expense, space as necessary for Lessor's communications equipment either inside or on top of Lessee's improvements, to be utilized solely in connection with Lessor's operations as a municipal utility district. Lessor acknowledges and agrees that Lessor's communications equipment may not interfere with any of Lessee's Facilities, and Lessor shall submit plans and specifications to Lessee for review to determine any impact on Lessee's Facilities. Within 45 days, Lessee shall either approve Lessor's plans and specifications or deny approval if Lessee reasonably determines that either a technical or structural interference is likely to occur. Failure by Lessee to approve or deny approval of Lessor's plans and specifications within 45 days shall be deemed approval.

D. Lessor shall be solely responsible for all costs associated with the installation and maintenance of Lessor's equipment or improvements on the Premises.

15. INDEMNIFICATION AND DAMAGES

A. Lessee expressly agrees to indemnify, defend and hold harmless Lessor, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of Lessee's operation or performance under this Agreement, including all costs, claims, and damages (including property and personal injury) arising out of any Hazardous Materials as defined in Section 16.C within the Property to the extent caused and/or released by Lessee's construction, reconstruction, maintenance, operation, use or removal of its Facilities. Such indemnification shall not obtain to acts of gross negligence or willful misconduct of Lessor, its directors, officers or employees.

B. Damages: Lessee shall be responsible for and shall reimburse Lessor for any damage or loss to Lessor's present or future facilities on the Property to the extent directly or indirectly contributed to or caused by Lessee's operation or performance under this Lease, including, but not limited to, any damage or loss due to Lessee's deposit of Hazardous Materials as defined in Section 16.C on the Property. Lessee's obligations pursuant to this paragraph shall not apply to the extent such damage or loss is caused by the gross negligence or willful misconduct of Lessor, its directors, officers or employees.

C. Assumption of Risk: Except to the extent caused by the gross negligence or willful misconduct of Lessor, its directors, officers or employees, Lessee agrees to assume all risk of damage to any property of Lessee or any other property under the control or custody of Lessee while upon the Property or rights-of-way of Lessor or in proximity thereto, caused by or contributed to in any way by Lessor's construction, reconstruction, operation, maintenance, repair, or use of pipelines, reservoirs or other facilities or improvements or roadways of Lessor, present or future.

16. HAZARDOUS MATERIALS

A. Representation: Lessor represents that it has conducted no site investigation(s) for hazardous materials and has no knowledge of any hazardous materials (as defined below) existing on or about the Property, including the Premises, in violation of any applicable law.

B. Lessee represents and warrants to Lessor that Lessee will not generate, store or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below).

C. Definition of Hazardous Materials: In this Lease, "hazardous materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances by any law or statute now or after this date in effect in the state in which the Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

17. INSURANCE REQUIREMENTS

Lessee shall take out and maintain during the life of the Lease all the insurance required in this Section, and shall submit unaltered and completed certificates for each Property (attached as Exhibit "D") for review and approval by Lessor. The Lease shall not be issued, and Lessee shall not commence operations on the Premises, until the certificates have been approved by Lessor. The certificates shall be the forms supplied by the Lessor (except as noted below for the Workers Compensation Insurance).

Acceptance of the certificates shall not relieve Lessee of any of the insurance requirements, nor decrease the liability of Lessee. Lessor reserves the right to require Lessee to provide insurance policies for review.

Lessee shall take out and maintain during the life of the Lease statutory Workers' Compensation insurance for all of its employees on the Properties. In lieu of evidence of Workers Compensation insurance, Lessor will accept a Self-Insured Certificate issued from the State of California. Lessee shall require any agent and/or consultant to provide it with evidence of Workers' Compensation Insurance coverage.

Lessee shall take out and maintain during the life of the Lease Automobile and Commercial General Liability Insurance policies that provide protection from claims which may arise from operations or performance under this Lease. If Lessee elects to self-insure (self-fund) any liability exposure during the Lease period above \$50,000, Lessee is required to notify the Lessor immediately. Any request to self-insure must first be approved by the Lessor before the changed terms are accepted. Lessee shall require any agent and/or consultant to provide evidence of Automobile, Commercial General Liability Insurance Coverage, and Pollution Liability Insurance coverages for any work involving construction, excavation and/or the use or storage of any hazardous materials.

The amounts of insurance shall be not less than the following per Property:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.
\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile Liability.
\$2,000,000/Occurrence/Claims Made, Bodily Injury, Property Damage – Pollution Liability

The following coverages or endorsements must be included in the policy(ies):

- A. Lessor and its directors, officers, and employees are additional insureds in the policy(ies) as to the work being performed under this Lease;
- B. The coverage is primary and non-contributory to any other insurance carried by Lessor;
- C. The policy(ies) cover(s) contractual liability;
- D. The policy(ies) is (are) written on an occurrence basis,
- E. The policy(ies) cover(s) Lessor's real property in the Lessee's care, custody and control;
- F. The policy(ies) cover(s) personal injury (libel, slander, unlawful entry and eviction) liability;
- G. The policy covers explosion, collapse and underground hazards;
- H. The policy(ies) cover(s) products and completed operations;
- I. A policy to cover use of owned, non-owned, and hired automobiles and equipment;

J. The policy(ies) shall not be canceled nor reduced unless 30 days' written notice is given to Lessor.

18. ASSIGNABILITY

Lessee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Lease or in the Premises, without Lessor's prior written consent which consent shall not be unreasonably withheld or delayed.

19. DEFAULT

A. DEFAULT BY LESSEE

It is understood and agreed that if Lessee fails to pay any installment of rent as it becomes due, or if Lessee defaults on any of the other covenants, agreements or terms of this Lease, and if upon receipt of ten (10) days' written notice in the case of a monetary default, thirty (30) days' written notice in the case of a non-monetary default or seven (7) days' written notice in the case of a frequency incompatibility default, Lessee shall fail or refuse to correct the default, Lessor at its option may re-enter the Premises and remove all improvements therefrom, and may terminate this Lease or take possession of the Premises as the agent and for the account of Lessee, and may lease or rent the whole, or any part of the Premises for the balance or any part of the term of this Lease and retain all rents received and apply them in payment on any rents owed by Lessee. The performance of any or all of these acts by Lessor shall not release Lessee from the full and strict compliance with all of the terms, conditions and covenants of this Lease, If the nature of Lessee's default is such that more than thirty (30) days are reasonably required to cure the default, then Lessee shall not be in default if Lessee commences the cure within this thirty (30) day period and thereafter diligently prosecutes such cure to completion.

B. DEFAULT BY LESSOR

Lessor shall be deemed to be in default of this Lease if Lessor fails to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessor, where such failure continues for thirty (30) days after written notice by Lessee to Lessor detailing such default; provided however, if the nature of Lessor's default is such that more than thirty (30) days are reasonably required to cure the default, then Lessor shall not be in default if Lessor commences the cure within this thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of an incurable default or a default which is not cured by Lessor within the grace period specified, Lessee may pursue any remedies available to it against Lessor at law or in equity, including but not limited to, the right to terminate this Lease.

20. WAIVER

The waiver by either party of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of the term, covenant or condition or any subsequent breach of the

same or any other term, covenant or condition. Lessor's subsequent acceptance of rent shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of the rent.

21. REMEDIES

It is understood that the remedies provided for the parties in case of a violation of the terms of this Lease by the other party are not exclusive, but are in addition to any remedies provided by law, any of which the parties shall have the right to use at their option.

22. RELOCATION

Lessor shall have the right to require the relocation of the Premises, or any part thereof, to an alternate ground location provided that (i) the relocation shall be performed exclusively by Lessee or its agents at Lessee's sole cost and expense during the Relocation Period, as defined below, (ii) the relocation shall not result in any interruption of the communications services provided by Lessee to its customers, including, but not limited to, Lessee's continuous access, maintenance and operation of Lessee's facilities, until such time that all tenants, subtenants and sublicenses that have been permitted by this Lease are successfully relocated, and (iii) the relocation shall not impair, or in any manner alter, the quality of communications services provided by Lessee to its customers on and from the Relocation Site as defined below.

A. Relocation Process. To exercise the relocation rights, Lessor shall provide written notice to Lessee not less than twelve (12) months prior to the relocation date and shall propose an alternate site in the same Property to which Lessee may relocate the Lessee Facilities ("Alternate Site Location"). Lessee shall have sixty (60) days from the date of the notice to evaluate the Alternate Site Location, including, but not limited to, conducting tests to determine the technological feasibility of the Alternate Site Location and obtaining written approval of all wireless telecommunications providers on the Premises that have been permitted by this Lease. If Lessee fails to approve the Alternate Site Location in writing within said sixty (60) day period, Lessee will be deemed to have not approved such Alternate Site Location. If Lessee does not approve such Alternate Site Location, Lessor may then propose another Alternate Site Location by providing notice to Lessee in the manner set forth above. Upon Lessee's approval of any proposed Alternate Site Location, both parties will enter into a written agreement concerning the relocation of Lessee's Facilities ("Relocation Agreement") to the Alternate Site Location ("Relocation Site"). Lessor shall undertake reasonable efforts to provide an Alternate Site Location acceptable to Lessee. If no Alternate Site Location is available or if Lessee does not approve an Alternate Site Location, Lessor or Lessee may, upon one (1) years' written notice, terminate the Lease.

B. No Additional Terms. Upon relocation of Lessee's facilities, all references to the Premises in this Lease shall be deemed to refer to the Relocation Site (including any access and utility easements). The Relocation Site shall be surveyed by a licensed surveyor at the sole cost of Lessor, in which event such survey shall replace and supersede the description of the Premises under this Lease. Unless otherwise provided in the Relocation Agreement

or any other written agreement of the Parties, the relocation of Lessee's Facilities shall not affect, alter, modify or otherwise change any of the terms and conditions of this Lease.

C. Relocation Period. The "Relocation Period" shall mean that period of time commencing on the date Lessee has received all required permits and approvals for the Relocation Site and ending one hundred twenty (120) days thereafter. The relocation of Lessee's facilities to the Relocation Site shall be substantially completed within the Relocation Period, to the extent reasonably feasible.

23. CONDEMNATION

If any part of the Premises is condemned for a public use and a part of the Premises remains that is capable of occupation and use as authorized under this Lease, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. If all of the Premises is condemned or if such part is condemned so that there does not remain a portion capable of occupation and use as herein authorized, this Lease shall thereupon terminate. If a part or all of the Premises is condemned, all compensation awarded upon such condemnation, except such compensation as shall be specifically awarded to Lessee for loss of or damages to fixtures owned by Lessee, or business interruption or moving expenses, shall go to Lessor and Lessee shall have no claim thereto and Lessee irrevocably assigns and transfers to Lessor any and all rights to all other compensation or damages to which Lessee may become entitled during the term of this Lease by reason of the condemnation.

25. TERMINATION (NONDEFAULT)

Lessor's Right to Terminate. After expiration of the Initial Term of this Lease, provided the conditions of this Section are met, Lessor may terminate this Lease during any Extended Term upon at least one (1) year notice to Lessee.

After expiration of Initial Term and Extended Terms, if lease is in holdover, Lessor may terminate occupancy upon at least sixty (60) days' notice to Lessee.

Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease upon at least one (1) year written notice to Lessor.

Upon termination, neither party will owe any further obligation under the terms of this Lease except for Lessee's responsibility to remove all of Lessee's facilities from the Premises and restore the Premises to its original condition, as near as practicable in accordance with Section 28, below. Upon any early termination of this Lease, any prepaid rent shall be prorated from the date of termination and returned to Lessee.

26. SURVIVAL

The provisions of Sections 15, 16 and 20 of this Lease will survive the expiration or termination of this Lease.

27. HOLD-OVER

Any holding over after the expiration of the Initial Term or an Extended Term (“Hold-Over”), with the consent of Lessor, shall be construed to be a tenancy from month to month. All terms and conditions of this Lease, excluding Base Rent shall be in full force and effect during Hold-Over. During Hold-Over, the Base Rent shall increase by fifteen percent (15%) above the previous year’s rent paid by Lessee (“Hold-Over Rate”). The Hold-Over Rate shall be due and payable on the anniversary of the Commencement Date of this Lease.

28. REMOVAL OF LESSEE’S FACILITIES UPON TERMINATION

Lessor agrees that the Facilities and all other improvements of every kind and nature constructed, erected, or placed by Lessee on the Premises shall be and remain the property of Lessee. Lessee shall remove its Facilities within thirty (30) days following termination or expiration of this Lease. Lessee agrees to fill in all excavations with solidly compacted earth and to leave said Premises in a neat and clean condition following any such removal save and except normal wear and tear and acts beyond Lessee’s control. Should Lessee fail to complete the removal of Lessee’s Facilities within thirty (30) days following termination of this Lease, then Lessor may perform the removal and Lessee agrees to pay Lessor the reasonable cost for such removal promptly upon demand. The Base Rent shall accrue at the Hold-Over Rate until all equipment has been satisfactorily removed and the Premises have been left in satisfactory condition. Within thirty (30) days following termination of this Lease, Lessee shall at Lessee’s expense eliminate and pay in full any encumbrances, liens and debts incurred by Lessee with respect to any improvements to remain on the property.

29. NOTICE

Any notice required or desired to be given or served under this Lease shall be deemed properly given or served if sent by registered mail, postage prepaid, addressed to Lessor at 375-11th Street, Oakland, California 94607 Attn: Manager of Real Estate Services MS# 903, or Lessee at East Bay Regional Communications System Authority, Attn: Executive Director, 4985 Broder Blvd., Dublin, CA 94568 or at such other address as shall be last furnished in writing by one party to the other.

30. EXISTING CONDITION

This Lease is made subject to all existing liens, encumbrances, conditions and restrictions of record affecting the Premises and is also subject to all existing rights, rights-of-way, licenses, leases, reservations, and easements by whomsoever held, in and to the Premises which predate this Lease.

31. BINDING PROVISIONS

It is understood and agreed that, subject to the provisions of Section 18, this Lease shall be binding upon and inure to the benefit of the executors, administrators and permitted assigns of the respective parties hereto.

32. TITLE AND QUIET POSSESSION

Lessor represents and agrees (a) that it is the owner of the Property; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign; (d) that Lessee is entitled to access to the Premises at all times and to the quiet possession of the Premises throughout the term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that, except in case of emergency, Lessor shall not handle or otherwise disturb Lessee's Facilities.

33. ENTIRE AGREEMENT; MODIFICATION

This Lease (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal representations or understandings between the parties. This Lease may only be amended by mutual agreement of the parties in writing and signed by both parties.

34. SEVERABILITY

If any provision of this Lease is held to be invalid or unenforceable with respect to any party, the remainder will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law.

35. ATTORNEYS FEES

The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees, limited to the rate of local independent counsel in Alameda County.

36. GOVERNING LAW

This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws.

37. JURISDICTION

Lessor and Lessee agree that all disputes, disagreements, or claims arising in connection with this Lease shall be submitted to the exclusive jurisdiction of the state and federal courts of the State of California, with venue in Alameda County. This choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to this Lease in any jurisdiction other than that specified in this Section.

38. COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, the day and year first above written.

LESSEE:

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY,
a joint exercise of powers agency

By: _____
Board Chair

Approved as to form:

Robin Donoghue, EBRCSA Counsel

LESSOR
EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
MATT ELAWADY
Manager of Real Estate Services