



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

BOARD OF DIRECTORS MEETING

NOTICE OF REGULAR MEETING

DATE: April 24, 2015

TIME: 10:00 a.m.

PLACE: Alameda County Sheriff's Office of Emergency Services and Homeland Security
4985 Broder Blvd.
Dublin, CA 94568

AGENDA

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1. **Closed Session:** (None) **Time:** N/A
 2. **Call to Order/Roll Call:** (Regular Session) **Time:** 10:00 a.m.
 3. **Report on Closed Session:** None
 4. **Public Comments (Meeting Open to the Public):**
At this time, the public is permitted to address the Board on items within the Board's subject matter jurisdiction that do not appear on the agenda. Please step to the podium and clearly state your name for the record. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. If the item requires action, it will be referred to staff and/or placed on the next agenda. In order that all interested parties have an opportunity to speak, 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, and then make your way to the podium. Please limit comments to a maximum of three (3) minutes.
 5. **Presentations:** None
 6. **Approval of Minutes**

6.1 Approval of Minutes from the Board Meeting of January 30, 2015
 7. **Written Communications:** None
 8. **Public Hearings:** None

9. Action Items:

- 9.1** Consider adoption of a Resolution approving a change to the maintenance contract for Contra Costa County to include a budget adjustment for an amount NTE \$650,000.
- 9.2** Consider adoption of a Resolution approving a Change Order #21 with Motorola Solutions, Inc.
- To add Site Status Indicators on the MCC7500 Consoles.
 - To approve a Services Agreement with MSI for Project Management.
 - To approve an extension to the existing services agreement for Technician Support Training.
- 9.3** Receive a report from the Executive Director on the status of the City of Oakland joining the EBRCSA, and provide direction on a response to Oakland's request for four seats on the EBRCSA Board.

10. Committee Updates:

- 10.1** Receive Informational Report on Recent Finance Committee Activities.
- 10.2** Receive Informational Report on Recent Operations Committee Activities.

11. Reports:

- 11.1** EBMUD and Seneca Site Property
- 11.2** City of Oakland
- 11.3** Future System Participants

12. Board Comments:

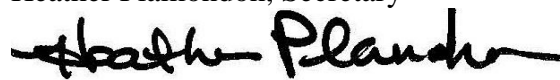
13. Next Action Steps:

14. Adjournment

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.

Heather Plamondon, Secretary



Dated: April 20, 2015



East Bay Regional Communications System Authority



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BOARD OF DIRECTORS MEETING

NOTICE OF REGULAR MEETING

DATE: January 30, 2015

TIME: 10:00 a.m.

PLACE: Alameda County Sheriff's Office of Emergency Services and Homeland Security
4985 Broder Blvd.
Dublin, CA 94568

MINUTES-DRAFT

-
1. **Closed Session:** (None) **Time:** N/A

 2. **Call to Order/Roll Call:** (Regular Session) **1002** **Time:** 10:00 a.m.
The following Board Members were in attendance:
Ahern, Calabrigo, Woo, Silva, Mulligan, Morris, Acosta, Dutra Vernaci, Rodriguez, Metcalf, McQuiston, Anderson, Stepper, Muranishi

Staff in Attendance:
Broadhurst, Dupuis, McCarthy, Plamondon

 3. **Report on Closed Session:** None

 4. **Public Comments (Meeting Open to the Public):**
At this time, the public is permitted to address the Board on items within the Board's subject matter jurisdiction that do not appear on the agenda. Please step to the podium and clearly state your name for the record. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. If the item requires action, it will be referred to staff and/or placed on the next agenda. In order that all interested parties have an opportunity to speak, 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, and then make your way to the podium. Please limit comments to a maximum of three (3) minutes.

 5. **Presentations:** *None*

 6. **Approval of Minutes**

Upon a motion from Member Dutra-Vernaci with a request for a correction and a second from Member Metcalf, the minutes were corrected to reflect Member Metcalf's representation on behalf of the Mayors Conference from Contra Costa County. Approved by a unanimous vote.

7. **Written Communications:** *None*

8. **Public Hearings:** *None*

9. **Action Items:**

- 9.1 Consider Adoption of a Resolution Approving Agreement with Thomas G. McCarthy to Serve on a Contract Basis as the Executive Director of the East Bay Regional Communications System Authority (EBRCSA)
Chief Andersen and the Finance Committee were tasked with the selection of a nominee to replace Bill McCammon. The Finance Committee acted as a selection committee and reviewed resumes from interested parties, and conducted interviews. Tom McCarthy, the Interim Director as appointed by the full Board in November of last year is the candidate being recommended for selection and approval by the Board at this time.

Upon a motion by Member Calabrigo and a Second by Member Silva and with a unanimous vote, and no public comment Tom McCarthy has been selected to be the Executive Director for the EBRCSA under a Services Agreement.

A Second Motion was sought for the terms and conditions of the Services Agreement to approve the scope of work, the definitions of services and a compensation package, which is the same as the previous director's package. Member Metcalf asked if there were any major changes in the scope of services and it was explained that it was a reformatting of the scope of work and a cleanup of the language. It has also been organized into services categories with clarification provided for tasks.

Upon a motion from Member Metcalf, with a second from Member Silva, with no public comment there was unanimous support for the Service Agreement for Director McCarthy.

10. **Committee Updates:**

10.1 Receive Informational Report on Recent Finance Committee Activities.

The Finance Committee has been working on the recruitment and selection of the new Executive Director for the last two months.

10.2 Receive Informational Report on Recent Operations Committee Activities.

No report

11. **Reports:**

Reports will be made at next meeting

12. **Board Comments:**

Director McCarthy provided an update on the progress with the City of Oakland, he has been having regular meetings with various city staff and as evidenced by the City staff in attendance at the meeting today everyone is still working on making this partnership work. Director McCarthy has also been working with the Motorola Engineers to test BART Issues to check those off of the list of technical concerns.

The Sheriff shared that Police Chiefs and Sheriff had a meeting in Bodega Bay...EBRCSA system was fully operational. They were able to test the radios all the way up to Sonoma County and on an operation that took Officers into Stockton the system also worked well.

13. Next Action Steps:

14. Adjournment: 1027



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM 9.1

**AGENDA STATEMENT
BOARD OF DIRECTORS
MEETING DATE: April 24, 2015**

TO: Board of Directors
East Bay Regional Communications System Authority (EBRCSA)

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

SUBJECT: Services Agreement with Contra Costa County Department of Information Technology

RECOMMENDATIONS:

Adopt a resolution approving an Amendment to the Contract with Contra Costa County Department of Information Technology to provide Communications Operations Support Services, and Project Construction Management for the EBRCSA System. Authorize the Chair to sign the agreement and the Executive Director to implement the agreement.

SUMMARY/DISCUSSION:

The Contra Costa County Department of Information Technology has a contract, see attachment "A", with East Bay Regional Communications System Authority ("EBRCSA") to provide services to assist in acquiring, planning, designing, constructing, operating and maintaining a P25 compliant or equivalent communications system serving Alameda and Contra Costa County ("System"). The value of the contract was set at \$400,000.00 per year and Contra Costa County is approaching the maximum value of the contract which is set to expire in December 2015. Contra Costa County Department of Information Technology has requested, see attachment "B", that the value of the contract be increased by \$250,000.00 to a total of \$650,000.00 to allow them to continue to perform work for EBRCSA until the contract expires. A new contract will be entered

into with EBRCSA to take effect in January 2016. Contra Costa County Department of Information Technology will continue to bill monthly for services rendered. The increase to the contract will be necessary to perform work involving the addition of other users to the System.

RECOMMENDED ACTION:

It is recommended that your Board adopt a resolution approving an Amendment to the contract to increase the value of the contract from \$400,000.00 to \$650,000.00 with Contra Costa County Department of Information Technology, through December 31, 2015, in order to provide Communications Operations Support Services, and Project Construction Management for the EBRCSA System, and authorize the Chair to sign and the Executive Director to implement the Amendment. The funding to provide the support is available in the maintenance budget.

Attachments:

“A” – Current Contract with Contra Costa County Department of Information Technology

“B” – Request for Contract modification

2431254.1

ATTACHMENT “A”

**INTERAGENCY AGREEMENT
(County Provides Services)**

1. **Contract Identification.**

Department: Department Of Information Technology (DoIT)

Subject: County DoIT to provide radio services, installations, and maintenance of radio sites and 911 Dispatch Centers that are part of the East Bay Regional Communications System.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: East Bay Regional Communications System Authority

Capacity: A California joint powers authority

Address: 4985 Broder Blvd, Dublin, CA 94568

3. **Term.** The effective date of this Agreement is December 4, 2012 and it terminates on December 3, 2015, unless sooner terminated as provided herein.

4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$400,000.00.

5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth Section C of the Service Plan, and perform other obligations as specified in the Service Plan, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project: East Bay Regional Communications System Authority communications project.

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Government Code Section 26227.

[Signatures appear on following page.]

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chairman/Designee	By: _____ Deputy

AGENCY

East Bay Regional Communications System Authority

Signature of authorized Agency representative	Signature of authorized Agency representative
By: <u>Gregory J. Ahern</u> Name: <u>Gregory J. Ahern</u> Title: <u>Alameda County Sheriff</u> <u>EBRCSA Board Chair</u>	By: <u>William J. McCammon</u> Name: <u>William J. McCammon</u> Title: <u>EBRCSA Executive Director</u>

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert name and title of the officer), personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

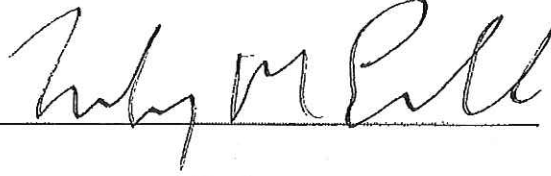
FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel
Eric Belston

APPROVED: COUNTY ADMINISTRATOR

By:

A handwritten signature in cursive script, appearing to read "Ruby M. Eull", written over a horizontal line.

Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ _____ monthly, or
- b. \$ _____ per unit, as defined in the Service Plan, or
- c. \$ _____ after completion of all obligations and conditions herein.
- d. Other: As set forth in Section C of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

Initials: _____
Contractor County Dept.

5. Audit Exceptions. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number

SERVICE PLAN

A. County Obligations. County will provide the following services at East Bay Regional Communications System Authority ("EBRCSA") radio sites throughout Contra Costa County, and at the emergency operations center located in Dublin, Alameda County.

1. Installation and maintenance of P25 radio site land mobile radio hardware and software
2. Installation and maintenance services of microwave hardware and software.
3. Installation and maintenance of system and component monitoring equipment.
4. Installation and maintenance of radio site power supplies, generator, security systems, and other related equipment.
5. Installation, maintenance, planning, and engineering of radio shelter, tower or monopole, pathways, and related facilities.
6. Fleet map design, planning, training, and maintenance.
7. Site development services, which include site surveys, engineering, planning, coverage modeling, and specification development.
8. Installation and maintenance of dispatch consoles and console interface equipment.

With the prior written approval of EBRCSA, County may subcontract with third party service providers for the performance of services under this contract.

B. EBRCSA Obligations. EBRCSA will allow County to access its radio sites for the purpose of County performing the services called for under this contract.

C. Payment Provisions:

1. Labor Service Rates. County will be paid for its services according to the following hourly rates.
 - a. EBRCSA will pay County \$120 per hour (the "Regular Rate") for work performed by a Communications Equipment Specialist between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays ("Regular Hours").
 - b. EBRCSA will pay County at a rate equal to 1.5 times the Regular Rate for work performed by a Communications Equipment Specialist outside of Regular Hours.
 - c. County may increase the Regular Rate on an annual basis on July 1 of each year, but not in an amount in excess of five percent (5%) of the immediately preceding Regular Rate, and any such change will be effected by an amendment to this contract.
2. Materials and Third Party Vendor Charges. County will bill for materials used in performing services under this contract at its cost, and the materials will carry the manufacturer's warranty. County will bill for subcontractor services it uses to perform services under this contract at the cost any such third party service provider charges County.

Initials: _____
EBRCSA County

3. Invoices. County will submit said demands for payment no later than 60 days from the end of the month in which the contract services upon which such demand is based were actually rendered. EBRCSA will make payment in respect of invoices submitted within 30 days of receipt of an invoice.

Initials: _____
EBRCSA County

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. Compliance with Law. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. Inspection. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. Records. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

a. Retention of Records. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books,

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines,

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. Commercial General Liability Insurance. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

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County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same

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GENERAL CONDITIONS
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person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. Copyrights and Rights in Data. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. Required Audit. (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must

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GENERAL CONDITIONS
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provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor

County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

The following Special Conditions are hereby made part of the contract between Contra Costa County, and East Bay Regional Communications System Authority, a California Joint Powers Authority ("EBRCSA").

1. References in these Special Conditions to "Contractor" are deemed to be references to Contra Costa County, on behalf of its Department of Information Technology.

2. The General Conditions attached to this contract are hereby deleted in their entirety and replaced with the following:

"1. Compliance with Law. Each of Contractor and County are subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. Inspection. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of EBRCSA.

3. Records. Contractor must keep and make available for inspection and copying by authorized representatives of EBRCSA, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by EBRCSA.

4. Termination and Cancellation. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

5. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

6. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by EBRCSA and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

7. Modifications and Amendments. This Contract may be modified or amended only by a written document executed by EBRCSA and the Contra Costa County Board of Supervisors or, after

Initials:

EBRCSA

County

Board approval, by its designee, subject to any required state or federal approval.

8. Disputes. Disagreements between EBRCSA y and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his or her designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

9. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

10. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

11. No Waiver by EBRCSA. Subject to Paragraph 8. (Disputes) of these Special Conditions, inspections or approvals, or statements by any officer, agent or employee of Contractor indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is EBRCSA thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

12. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Neither party may assign this Contract without the prior written approval of the other party.

13. Independent Contractor Status. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association, and Contractor shall have no entitlement to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits provided by EBRCSA to its employees (if any), agents, officers, consultants or volunteers. In the event that EBRCSA exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

14. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by EBRCSA, Contractor will complete a "Statement of Economic Interest" form and file it with EBRCSA and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with EBRCSA.

Initials: _____
EBRCSA County

15. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them.

16. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation.

17. Indemnification.

a. Contractor Indemnification. Contractor will defend, indemnify, save, and hold harmless EBRCSA and its officers, agents and employees, if any, from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by EBRCSA, Contractor will defend any such suits at its sole cost and expense. If EBRCSA elects to provide its own defense, Contractor will reimburse EBRCSA for any expenditures, including reasonable attorneys' fees and costs. Contractor is not required to indemnify EBRCSA for the proportion of liability a court determines is attributable to the negligence or willful misconduct of EBRCSA, its officers, agents and employees, if any. This provision will survive the expiration or termination of this Contract.

b. EBRCSA Indemnification. EBRCSA will defend, indemnify, save, and hold harmless Contractor and its officers, agents and employees, if any, from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of EBRCSA, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by Contractor, EBRCSA will defend any such suits at its sole cost and expense. If Contractor elects to provide its own defense, EBRCSA will reimburse Contractor for any expenditures, including reasonable attorneys' fees and costs. EBRCSA is not required to indemnify Contractor for the proportion of liability a court determines is attributable to the negligence or willful misconduct of Contractor, its officers, agents and employees, if any. This provision will survive the expiration or termination of this Contract.

18. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the insurance requirements set forth in Exhibit A attached hereto and incorporated herein by reference.

19. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to Contractor must be addressed to the head of the county department for which this Contract is made. Notices to EBRCSA must be addressed to EBRCSA's address designated herein. The effective date of notice is the date of deposit in the mails

Initials: _____
EBRCSA County

or of other delivery, except that the effective date of notice to Contractor is the date of receipt by the head of the county department for which this Contract is made.

20. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by EBRCSA under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

21. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

22. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

23. Copyrights and Rights in Data. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of EBRCSA's Executive Director. If any material is subject to copyright, EBRCSA reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, EBRCSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

24. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

25. No Implied Waiver. The waiver by EBRCSA of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein."

Initials: _____

EBRCSA

County

EXHIBIT A

EBRCSA MINIMUM INSURANCE REQUIREMENTS

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the EBRCSA, its members, officers, agents, employees and representatives, as their respective interests may appear but only with respect to derivative or imputed liability arising out of the Insured's performance of services under this Agreement for the EBRCSA. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the EBRCSA. Acceptance of Contractor's insurance by the EBRCSA shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured-retention amount or other similar obligation under the policies shall be the sole responsibility of Contractor. 5. SUBCONTRACTORS: Contract shall include all subcontractors as an insured (covered party) under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and reasonably satisfactory to the EBRCSA, evidencing that all required insurance coverage is in effect. The EBRCSA reserves the rights to require Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - EBRCSA, Alameda County Office of Emergency Services, 4985 Broder Boulevard, Dublin, CA 94568, Attn: Executive Director. 	

ATTACHMENT “B”

**CONTRACT AMENDMENT AGREEMENT
(Purchase of Services – Long Form)**

Number:
Fund/Org:
Account:
Other:

1. **Identification of Contract to be Amended.**

Number:

Effective Date: December 4, 2012

Department: Department of Information Technology (DoIT)

Subject: County DoIT to provide radio services, installations, and maintenance of radio sites and 911 dispatch Centers that are part of the East Bay Regional Communications System.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: East Bay Regional Communications System Authority

Capacity: A California joint powers authority

Address: 4985 Broder Blvd. Dublin, CA 94568

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is March 10, 2015.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By: _____ Chair/Designee	ATTEST: Clerk of the Board of Supervisors By: _____ Deputy
---	--

CONTRACTOR

Signature A Name of business entity: East Bay Regional Communications System Authority By: _____ (Signature of individual or officer) _____ (Print name and title A, if applicable)	Signature B Name of business entity: East Bay Regional Communications System Authority By: _____ (Signature of individual or officer) _____ (Print name and title B, if applicable)
--	--

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

AMENDMENT SPECIFICATIONS

County and Agency agree to amend the Contract identified herein as set forth below, while the remainder of the Contract is unchanged and in full force and effect.

Section 4 (Payment Limit) of the Contract is hereby amended by increasing the payment limit by \$250,000, from \$400,000 to a new payment limit of \$650,000.00

Initials:

Contractor

County Dept.

RESOLUTION NO. 15-__

**A RESOLUTION OF THE
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

**RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE AND THE
EXECUTIVE DIRECTOR TO IMPLEMENT AN AMENDMENT TO THE
INTERAGENCY AGREEMENT WITH THE CONTRA COSTA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY, TO INCREASE THE
CONTRACT AMOUNT BY \$250,000**

WHEREAS, pursuant to Government Code Section 6500 et seq. and the Joint Exercise of Powers Agreement executed by its members, the East Bay Regional Communications System Authority (“EBRCSA”) is authorized to acquire, plan, design, finance, construct, operate and maintain a P-25 compliant communications system serving Alameda and Contra Costa counties and individual political jurisdictions therein (“System”); and

WHEREAS, the County of Contra Costa (“County”) is a member of the EBRCSA, and its Department of Information of Technology (“DoIT”) has a contract with EBRCSA to provide services to the System, at an amount not to exceed \$400,000 and for a term ending December 31, 2015; and

WHEREAS, additional funds in the amount of up to \$250,000 are needed to complete work under the contract, prior to the anticipated approval and execution of a new contract for 2016; and

WHEREAS, DoIT is willing to include in its contract(s) ongoing maintenance of the EBRCSA infrastructure at one or more EBRCSA sites within the County; and

WHEREAS, funds are available to increase the contract amount as specified; and

WHEREAS, staff recommends that the contract be amended in order that work on the System will not be interrupted.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the East Bay Regional Communications System Authority does hereby: (1) authorize its Chair to execute an Amendment to the Interagency Agreement, to increase the not-to-exceed contract amount by \$250,000, for a total contract price of \$650,000; and (2) authorize its Executive Director to take such further action as may be necessary and appropriate to implement such Amendment.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 24th day of April, 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST: _____
Heather Tannehill-Plamondon, Secretary

2431247.1



**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 9.2

**AGENDA STATEMENT
BOARD OF DIRECTORS MEETING
MEETING DATE: April 24, 2015**

TO: Board of Directors
East Bay Regional Communications System Authority (EBRCSA)

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

SUBJECT: Change Order #21 with Motorola Solutions, Inc.

RECOMMENDATIONS:

Adopt a Resolution approving Change Order #21 with Motorola Solutions, Inc. to implement: Site Status Indication feature on the MCC7500 Dispatch Consoles, Services Agreement to provide System support and training for technicians in Alameda and Contra Costa Counties, and Services Agreement to provide System Management to East Bay Regional Communications System Authority ("EBRCSA"). Authorize the Chair to sign the Change Order and such related documents as may be necessary and the Executive Director to implement the Resolution.

SUMMARY/DISCUSSION:

Site Status Indication feature on the MCC7500 Dispatch Consoles:

The EBRCSA ASTRO 25 radio system currently has twenty five dispatch centers throughout Alameda and Contra Costa Counties. During normal operation of the MCC7500 Console, operators currently have no indication on the console screen in the event one of the 6 simulcast subsystems or 2 standalone ASTRP Repeater Sites (ASR) fall out of the Wide Area communication. An operator can key up on a

talk group resource, unaware that the intended subscribers are not reachable. Mission critical public safety operators need to know when to switch to a backup communication method.

Site status indication allows an MCC7500 operator to instantly know when a site or group of sites is not in Wide Area Communication. It notifies the operator immediately when to switch to backup communications via control stations and desk sets.

The MCC7500 Console Site Status Indication will be installed on all 25 dispatch centers for \$30,852.00, (Attachment "A"). The MCC7500 Console Site Status Indication will also be added to any additional dispatch centers in the future for no additional cost. The Site Status Indication has no annual cost.

Services Agreement with Motorola Solutions Inc. to provide System Management to East Bay Regional Communications System Authority ("EBRCSA"):

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 Radio System Support Services, Database Management and Oversight, Radio System Inventories, System Infrastructure Performance Reporting, Planning, User Support and Interaction, Training, Site Maintenance, and Antenna Site Management.

Motorola successfully completed the first System upgrade in January. The next system upgrade will occur in January of 2016. EBRCSA is fortunate to have Motorola Service Manager Gary Durbin available to provide ongoing System management. Gary has been an integral part of the EBRCSA System deployment and has been the System Manager for Motorola since EBRCSA's inception. System Manager will be a part time position and the manager will provide on-going System Management for one year.

The proposed System Management statement of work and Services Agreement (Attachment "B") is structured with a not to exceed amount of \$75,000.00.

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

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 first System upgrade in January to migrate the System to software version 7.13. As part of the upgrade the computer servers at the master site controller were replaced. The ongoing maintenance of the System is becoming 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 January of 2016. EBRCSA is fortunate to have Motorola Service Technician Mike Gokey available to provide ongoing System support and training for the technicians. Mike has been an integral part of the EBRCSA System deployment

and has been the lead technician since EBRCSA's inception. The scope of work and proposed Services Agreement are included in Attachment "C" (Technical Consultant Services Overview and Agreement). The Technical Consultant will provide on-going System administration and training to the technicians so they will be able to move into the System administration role in the future.

The proposed Services Agreement is structured with a not to exceed amount of \$120,000. The agreement provides that the support can be coordinated with the technical staff in each county to insure the maximum benefit of having the Motorola Technician available.

RECOMMENDED ACTION:

It is recommended that your Board adopt a resolution approving Change Order #21 with Motorola Solutions, Inc. to provide and install the MCC7500 Console Site Status Indicator in all dispatch centers on the EBRCSA system in an amount not to exceed \$30,852.00, approve the proposed System Management statement of work and Services Agreement with a not to exceed amount of \$75,000, and approve the proposed Services Agreement for Technical Consultant with a not to exceed amount of \$120,000.00; authorize the Chair to sign the Change Order and such related documents as may be necessary to carry out the intent of the resolution; and authorize the Executive Director to implement Change Order #21.

RESOLUTION NO. 15-__

**A RESOLUTION OF THE
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

**RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE AND THE
EXECUTIVE DIRECTOR TO IMPLEMENT A CONTRACT CHANGE ORDER
WITH MOTOROLA SOLUTIONS, INC. (MSI) FOR SITE STATUS
INDICATION FOR SYSTEM DISPATCH CENTERS, SERVICES AGREEMENT
WITH MSI FOR PROJECT MANAGEMENT, AND EXTENSION TO SERVICES
AGREEMENT FOR TECHNICIAN SUPPORT TRAINING**

WHEREAS, the East Bay Regional Communications System Authority (“EBRCSA”) has contracted with Motorola Solutions, Inc. (“MSI”) for the purchase of communications equipment, maintenance, and related services in connection with a P-25 compliant communications system serving Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

WHEREAS, the Motorola MCC7500 Console Alias Manager does not currently indicate when simulcast subsystems or standalone ASTRP Repeater Sites fall out of the Wide Area communication; and

WHEREAS, a Site Status Indication feature is available that permits System operators to know instantly when a site or group of sites is not in Wide Area Communication, enabling to operator to switch to backup communications via control stations and desk sets; and

WHEREAS, MSI has proposed installing the MCC7500 Console Site Status Indication on 25 System dispatch centers for a total cost of \$30,852, at no additional annual cost, and with the feature to be added to future dispatch centers at no additional cost; and

WHEREAS, MSI completed the first System upgrade in January 2015, and the next System upgrade is scheduled for January 2016; and

WHEREAS, MSI is qualified and willing to provide on-going, part-time System management services for one additional year, at a not to exceed amount of \$75,000; and

WHEREAS, ongoing maintenance of the System is increasingly the responsibility of technicians in Alameda and Contra Costa Counties; and

WHEREAS, System training is required for the technicians, and MSI is qualified and able to provide such training, at a not to exceed amount of \$120,000; and

WHEREAS, funding is available for the proposed addition of the Site Status Indication feature the described System management services, and the described System training for technicians in Alameda and Contra Costa Counties; and

WHEREAS, the proposed Change Order #21 is recommended by staff.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the East Bay Regional Communications System Authority does hereby (1) approve Change Order #21 to the EBRCSA Communications System Agreement with Motorola, Solutions, Inc., for: (a) the purchase of the MCC7500 Console Site Status Indication feature for all 25 System dispatch centers, in an amount not to exceed \$30,852; (b) System management services in an amount not to exceed \$75,000; and (c) System training services in an amount not to exceed \$120,000; (2) authorize its Chair to execute such change order and such related documents as may be necessary to carry out the intent of the Resolution; and (3) authorize its Executive Director to take such further action as may be necessary and appropriate to implement this Resolution.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 24th day of April, 2015, by the following votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST: _____
Heather Tannehill-Plamondon, Secretary

2431202.2

PROPOSAL TO
EAST BAY REGIONAL COMMUNICATIONS SYSTEM

CHANGE ORDER MCC7500 CONSOLE SITE STATUS INDICATION

DECEMBER 2014



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SYSTEM DESCRIPTION

Motorola Solutions, Inc. ("Motorola") presents the following change order proposal for EBRCSA MCC7500 Console RF Site Status Indication upgrade.

1.1 MCC 7500 CONSOLE SITE STATUS INDICATION

The EBRCS ASTRO 25 radio system currently has twenty five dispatch centers throughout Alameda and Contra Costa Counties. During normal operation of the MCC7500 Console, operators currently have no indication on the console screen in the event one of the 6 simulcast subsystems or 2 standalone ASTRO Repeater Sites (ASR) fall out of Wide Area communication. An operator can key up on a talk group resource, unaware that the intended subscribers are not reachable. Mission critical public safety operators need to know when to switch to a backup communication method.

The Site Status Indication feature on the MCC7500 Console is included in this proposal. Site status indication allows an MCC7500 operator to instantly know when a site or group of sites is not in Wide Area Communication. It notifies the operator immediately when to switch to backup communications via control stations and desk sets. Figures 1a and 1b below show a console graphical user interface with icons configured for status indications.

A summary of the equipment provided with this proposal is presented in the following section. This is the equipment necessary for site monitoring capability for the 6 simulcast cells, and 2 ASRs with visual and audio indication.

1.1.1 Equipment: Zone 1

- Qty 1 – Trap Relay 48

The Trap Relay device will be installed at the master site in Dublin. The Trap Relay will interface with the existing SDM3000 at the co-located EOC MCC7500 Dispatch site to provide the visual indications and requires the use of 8 inputs on the SDM3000. The Trap Relay device will also interface with the existing Conventional Channel Gateways (CCGW) and requires 8 analog audio inputs to provide the audio indications (1 per simulcast cell or ASR site).

If the use of the existing SDM3000 and CCGWs is not desired, it would be possible to add an additional SDM3000 and CCGW to the EOC MCC7500 Site which would be dedicated to the Site Status indication. This additional SDM3000 and CCGW are not included in this proposal in order to best utilize equipment already installed at the EOC MCC7500 dispatch site.



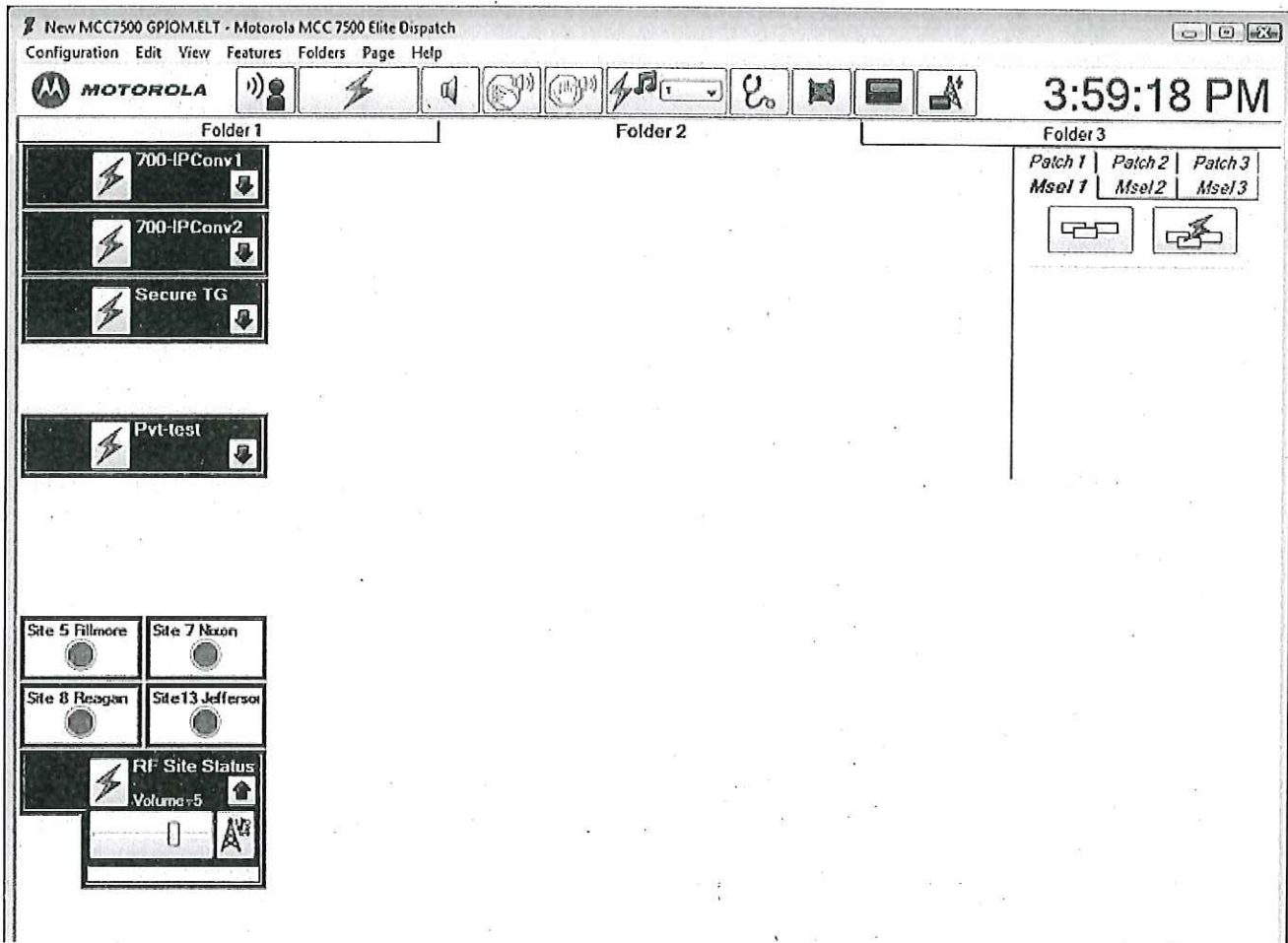


Figure 1a. MCC7500 configured with Visual and Audible RF Site Status Indication

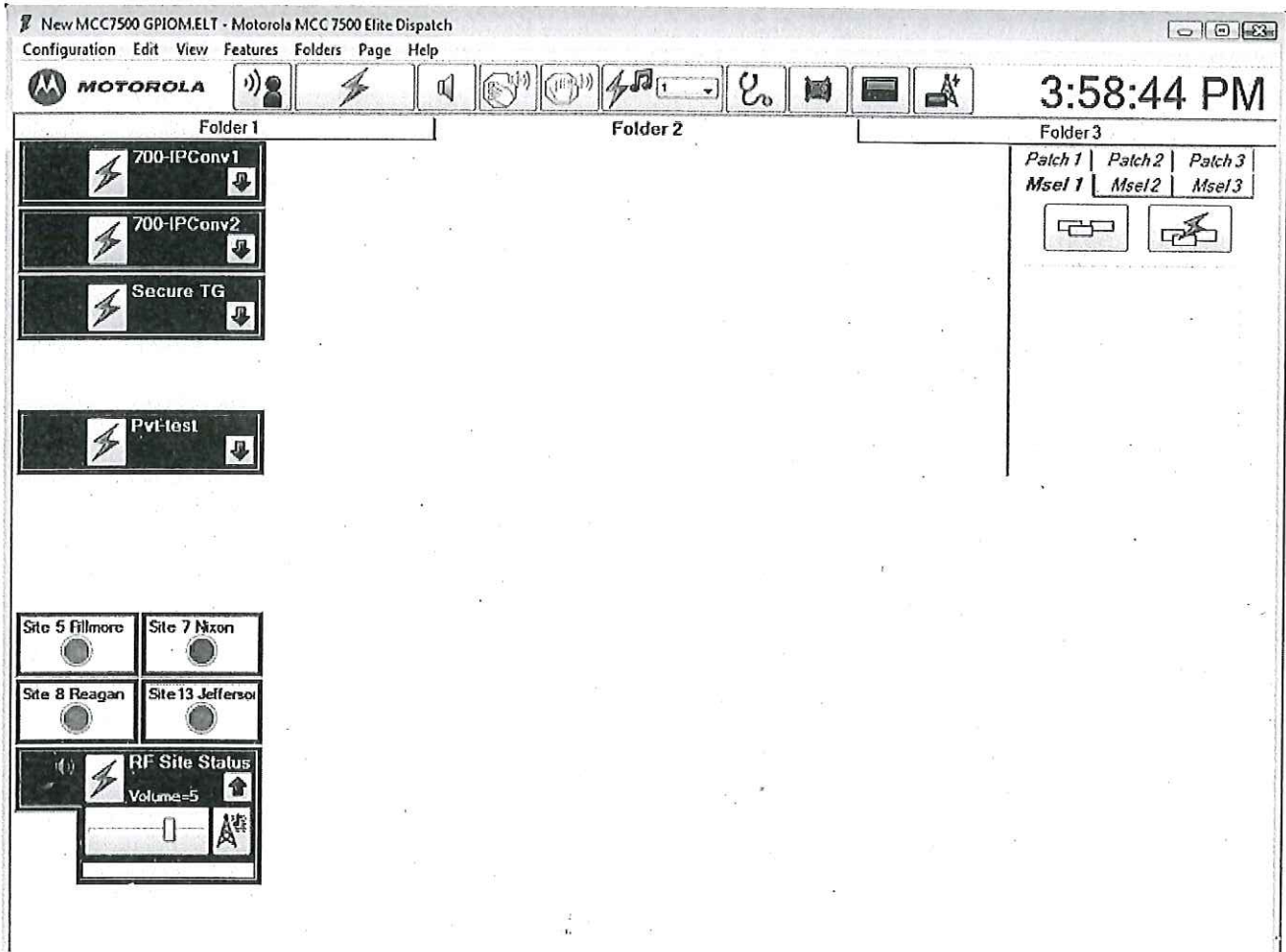


Figure 1b. MCC7500 configured with Visual and Audible RF Site Status Indication

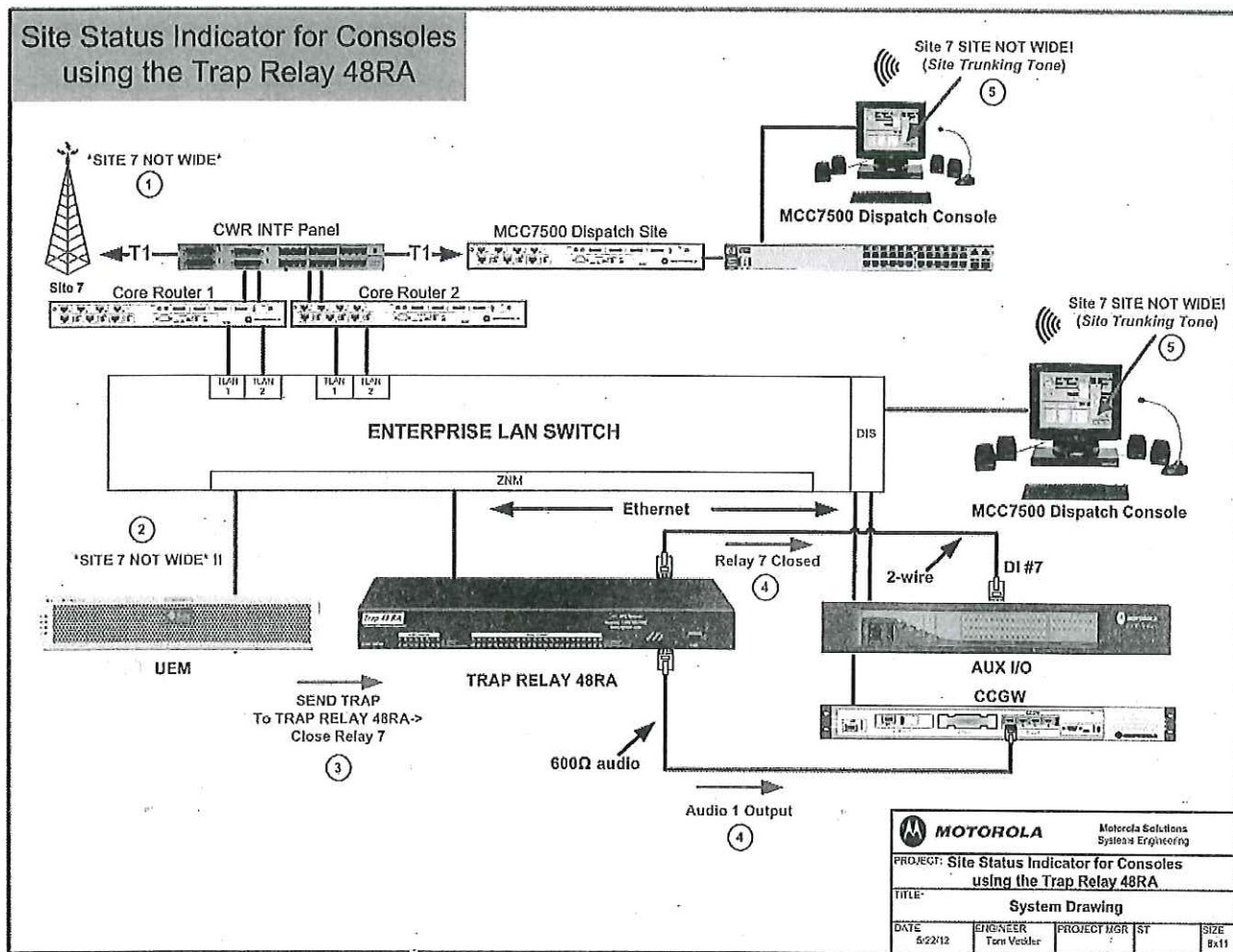


Figure 2. Site Status Indication Feature System Drawing

1.2 CONCLUSION

Mission critical ASTRO 25 Trunked radio console operators need to know when to switch to backup communications in the event their radio communication sites are not in Wide Area communication. The added Site Status Indication feature on the MCC7500 platform will allow greater flexibility by providing real-time radio site status indications on the console graphical user interface, which instantly notifies an operator to switch to backup communication.

SECTION 2

EQUIPMENT LIST

Qty	Nomenclature	Description
2	DSDPKTRAPR12001001	TRAP RELAY 48 -TRAP RCVR TO RLY CON
2	FKN8080	NFM-XC TO R-MUX DC POWER CABLE.

STATEMENT OF WORK

3.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the East Bay Regional Communications System. The tasks described herein will be performed by Motorola, its subcontractors, and the East Bay Regional Communications System (EBRCS) to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola will provide a site status indication that allows an MCC7500 operator to know when a site or group of sites are not in Wide Area Communication. It notifies the operator when to switch to backup communications via control stations and desk sets.

3.2 ASSUMPTIONS

Motorola has based the system design on information provided by EBRCS and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to EBRCS, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- The existing SDM3000 at the co-located EOC MCC7500 Dispatch site has 8 available inputs for the use of this project.
- The existing Conventional Channel Gateways (CCGW) has 8 available analog audio inputs for the use of this project.



3.3 CONTRACT

3.3.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

3.3.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

3.3.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.



3.4 CONTRACT DESIGN REVIEW

3.4.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and update the contract documents accordingly.
- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for the field.
 - Test existing equipment with which Motorola equipment will interface.
 - If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, schedule delays, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.4.2 Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

3.5 ORDER PROCESSING

3.5.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping



information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.

- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

3.6 MANUFACTURING AND STAGING

3.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.

3.6.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Procure non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field.

3.6.3 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

3.6.4 Ship Acceptance (Milestone)

- All equipment shipped to the field.

3.7 SYSTEM INSTALLATION

3.7.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.
- For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Will not provide storage location for the Motorola-provided equipment. Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will interface with the following network connections:
 - Eight ports on the existing SDM 3000 at the co-located EOC MCC7500 Dispatch site.
 - Eight analog audio inputs on the existing Conventional Channel Gateway (CCGW) at the co-located EOC MCC7500 Dispatch site.
- Will not remove existing equipment.
- Will not relocate existing equipment to a location designated by the Customer.
- Will not dispose of existing equipment.

Customer Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.



3.7.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the Customer.

3.7.3 Console Configuration

Motorola Responsibilities:

- Provide one sample console programming template with the configuration of a Visual and Audible RF Site Status Indication resource for each EBRCS simulcast cell and standalone ASR site.

Customer Responsibilities:

- EBRCS agencies choosing to employ this solution on their consoles will be responsible for updating their own templates with the Site Status Indication resource or resources for the simulcast cells to be monitored by their agency.

Completion Criteria:

- Console configuration is complete.

3.7.4 Console Configuration Complete

- Console configuration completed and accepted by the Customer.

3.7.5 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Customer.

3.7.6 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality of the Site Status Indication features supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the functional test.
- Document the results of the functional test and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- Customer approval of the functional testing.

3.7.7 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

3.8 FINALIZE

3.8.1 Resolve Punchlist

Motorola Responsibilities:

- Work with the Customer to resolve punchlist items, documented during the Functional Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

3.8.2 Finalize Documentation

Motorola Responsibilities:

- Provide an as-built system manual. The documentation will include the following:
 - System-Level Diagram
 - Site Equipment Rack Configurations
 - Functional Acceptance Test Plan Test Sheets and Results
 - Equipment Inventory List

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format.

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the Customer.

3.8.3 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

3.9 PROJECT ADMINISTRATION

3.9.1 Project Status Meetings

Motorola Responsibilities:

- As agreed upon, Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR. Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.



- Product or service related issues that may affect the Project Schedule.
- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

3.9.2 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, change in system configuration or adds time to the project's timeline 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.

PRICING SUMMARY

Implementing Site Status Indication feature on the MCC7500 platform	
Equipment Total	\$10,490
Systems Integration	\$35,315
Sub Total	\$45,805
System Discount	\$14,953
System Total	\$30,852





SERVICES AGREEMENT

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

Contract Number: S00001025396
 Contract Modifier:

Date: 04/06/2015

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: 05/01/2015
 Contract End Date: 04/30/2016
 Anniversary Day: Apr 30th
 Payment Cycle: IMMEDIATE
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
1	SVC02SVC0080A	***** Recurring Services ***** SP - SYSTEM MANAGER SITE(S)	\$6,250.00	\$75,000.00	
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$6,250.00	\$75,000.00
			Subtotal - One-Time Event Services	\$.00	\$.00
			Total	\$6,250.00	\$75,000.00
			Taxes	-	-
			Grand Total	\$6,250.00	\$75,000.00
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

Paolo Caltagirone 650 577-0339
 MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: East Bay Regional Communications System Authority
Contract Number: S00001025396
Contract Modifier:
Contract Start Date: 05/01/2015
Contract End Date: 04/30/2016

Service Terms and Conditions

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

Section 1. APPLICABILITY

These 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 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 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 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 Customer's 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, Customer's 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 Motorola's 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 Customer's 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 Customer's 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 Motorola's then effective hourly rates.

Revised Jan 1, 2010



SERVICES AGREEMENT

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

Contract Number: S00001021807
 Contract Modifier: RN06-NOV-14

Date: 03/27/2015

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: 05/01/2015
 Contract End Date: 04/30/2016
 Anniversary Day: Apr 30th
 Payment Cycle: IMMEDIATE
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC02SVC0080A	***** Recurring Services ***** SP - SYSTEM MANAGER SITE(S)	\$10,000.00	\$120,000.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$10,000.00
			Subtotal - One-Time Event Services	\$.00
			Total	\$10,000.00
Not to exceed \$60,000, Contract can be renewed/modified/cancelled			Taxes	-
			Grand Total	\$10,000.00
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

Paolo Caltagirone 650 577-0339
 MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: East Bay Regional Communications System Authority
Contract Number: S00001021807
Contract Modifier: RN06-NOV-14
Contract Start Date: 05/01/2015
Contract End Date: 04/30/2016

Service Terms and Conditions

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

Section 1. APPLICABILITY

These 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 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 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 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 Customer's 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, Customer's 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.

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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.

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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 Customer's 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 Customer's 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 Motorola's then effective hourly rates.

Revised Jan 1, 2010



**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 9.3

**BOARD OF DIRECTORS MEETING
MEETING DATE: April 24, 2015**

TO: Board of Directors
East Bay Regional Communications System Authority (EBRCSA)

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

SUBJECT: City of Oakland and Positions on the EBRCSA Board

RECOMMENDATIONS:

Receive a report from the Executive Director on the status of the City of Oakland joining the EBRCSA, and provide direction on a response to Oakland's request for four seats on the EBRCSA Board.

SUMMARY/DISCUSSION:

On July 15, 2014, the City of Oakland City Council approved Resolution No. 85113 C.M.S. (Legistar File #:13-0546-1) which instructed the City Administrator to, along with a number of instructions, enter into an agreement with the EBRCSA to join the EBRCSA network. The first of the items is to secure a Memorandum of Understanding (MOUs) from member organizations to reserve a minimum of three (3) voting seats for City of Oakland representatives; as well as initiate a request to amend the ERCSA Joint Powers Agreement (JPA) to add an additional permanent seat for a City of Oakland representative.

The Alameda County Mayors Conference has allocated one of their positions to the City of Oakland's Mayor. The Alameda County City Managers Association has also allocated one of their positions to the City of Oakland City Administrator. A third position was allocated by the Alameda County Fire Chief's Association, however, the Fire Chiefs stipulated that only the City

of Oakland Fire Chief was appointed and they reserved the right to nominate the alternate. The City of Oakland has advised the EBRCSA Director that they do not agree with alternate language allowing the Fire Chiefs Association to select the alternate. The City of Oakland wishes to have the autonomy to select a City of Oakland alternate to the City of Oakland Fire Chief. In addition the City of Oakland has requested that the EBRCSA JPA be amended to add one additional permanent seat for a City of Oakland representative.

The current composition of the EBRCSA Governing Board is as follows

- (1) Alameda County Board of Supervisors
- (1) Contra Costa County Board of Supervisors
- (1) Alameda County Police Chief's Association (to be selected by the Association)
- (1) Contra Costa County Police Chief's Association (to be selected by the Association)
- (1) Alameda County Fire Chiefs Association (to be selected by the Association)
- (1) Contra Costa County Fire Chiefs Association (to be selected by the Association)
- (1) Special District (to be selected by the Association)
- (1) Alameda County, County Administrator
- (1) Contra Costa County, County Administrator
- (1) Alameda County Sheriff
- (1) Contra Costa County Sheriff
- (3) Contra Costa County City Managers (to be selected by the Association)
- (3) Alameda County City Managers (to be selected by the Association)
- (3) Contra Costa County Elected Officials (to be selected by Mayor's Conference)
- (3) Alameda County Elected Officials (to be selected by the Mayor's Conference)

23 Total Board of Directors

The Executive Director is requesting direction to respond to Oakland's request for four seats on the EBRCSA Board. Pursuant to the JPA agreement, in order to increase the number of seats (23) or the composition of the Board as stated in the agreement, an amendment to the agreement is required. Pursuant to Section 15 of the agreement, it can only be amended by the mutual agreement of all of the governing bodies of the members, meaning the member agencies, not the board members. This will require getting resolutions supporting an amendment from each of the 43 members before the EBRCSA Board could amend the agreement.

RECOMMENDED ACTION:

It is recommended that your Board discuss and reach a consensus on how to respond to the City of Oakland request for permanent seat on the EBRCSA Board of Directors and provide direction on how the Executive Director shall proceed.