



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, Oakland, 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: May 18, 2018

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 February 23, 2018
 7. **Written Communications:** None
 8. **Public Hearings:** None
 9. **Action Items:**
 - 9.1 Amendment to the Three-Year Agreement with Motorola for Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for Master Site

9.2 Renewal of Annual Service Agreement with Motorola for System Manager

9.3 Budget Review FY 2018/2019

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 Receive and update on the 7.17 System Upgrade

11.2 Receive an update on the installation and optimization of the Inter Sub System Interface, ISSI 8000 with Bay Area Rapid Transit District

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.



Tom McCarthy
Executive Director
Dated: May 10, 2018



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 6.1

**AGENDA STATEMENT
BOARD OF DIRECTORS MEETING
MEETING DATE: May 18, 2018**

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

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

SUBJECT: Approval of Minutes of the February 23, 2018 Board of Directors Meeting

RECOMMENDATIONS:

Approve the minutes of the February 23, 2018 Board of Directors Meeting.

SUMMARY/DISCUSSION:

The Board of Directors will consider approval of the minutes of the February 23, 2018 Board of Directors Meeting.

RECOMMENDED ACTION:

It is recommended that the Board of Directors approve the minutes of the February 23, 2018 Board of Directors Meeting.



East Bay Regional Communications System Authority



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BOARD OF DIRECTORS MEETING

REGULAR MEETING

DATE: February 23, 2018

TIME: 10:00 a.m.

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

MINUTES

1. **Closed Session:** None.

2. **Call to Order/Roll Call:** 10:05 a.m.

Board Members Present: G. Ahern, C. Andersen, J. Calabrigo, M. Casten, J. Catalano, T. Dupuis, S. Haggerty, M. McQuiston, P. Morris, S. Muranishi, C. Nice, P. Meyer, P. Mulligan, S. Perkins, M. Roberts, M. Rodriguez, K. Stepper, D. Twa, D. White

Staff: T. McCarthy, C. Soto, A. Tyrvanen

Public: G. Poole, Motorola; Sunde Edwards-Stewart, Supervisor Haggerty's Office

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

4. **Public Comments:** None.

5. **Presentations:** None

6. **Approval of Minutes:**

6.1 **Approval of Minutes from the Board Meeting of December 1, 2017**

On motion of Bm. Mulligan, seconded by Bm. Stepper and by unanimous vote, the Board of Directors approved the minutes of the December 1, 2017 Board of Directors meeting.

7. **Written Communications:** None.

8. **Public Hearings:** None

9. **Action Items:**

9.1 Consider Recommendation to Increase the Monthly Cost of EBRCSA Subscriber Units to Ensure Adequate Funding for Necessary Future Upgrade to Time Division Multiple Access (TDMA)

Director McCarthy presented the Staff Report and advised that this was the second time this item was presented to the Board of Directors as there had not been the needed 2/3 votes in the affirmative for adoption of this item at the December 1, 2017 Board meeting. Since that meeting, the Finance Committee had met and recommended a different increase to the radio fees. The increase per radio, per month for Fiscal Year 2018-19, beginning July 1, 2018, would be \$3, for a \$28 per radio, per month fee. The increase for Fiscal Year 2019-20, beginning July 1, 2019, would be an additional \$2 per month, per radio, for a \$30 per radio, per month fee. In addition, the Finance Committee recommended the use of \$1,125,000 from Capital Reserve funds toward payment of the Phase II Time Division Multiple Access upgrade, which allowed for lower subscriber radio fee increases. The Finance Committee also agreed that Alameda County would assist in preparing a RFP for a Capital Replacement Plan.

Bm. M. Rodriguez arrived at 10:10 a.m.

On motion of Bm. Stepper, seconded by Bm. Haggerty and by majority vote (Bms. Calabrigo and Perkins voting no), the Board of Directors adopted the Resolution Adopting and Implementing Adjustments to Unit Subscriber Fees for Fiscal Years 2018/19 And 2019/20 And Authorizing Capital Reserve Funding for Phase II Time Division Multiple Access Upgrade

9.2 Consider Lease Agreement with East Bay Municipal Utility District for the Lease of the Carter (Alta Mesa), Pearl, and Skyline Sites

Bm. S. Muranishi arrived at 10:15 a.m.

Director McCarthy presented the Staff Report and advised that after lengthy negotiations, the Authority had reached agreement with East Bay Municipal Utility District (District) for the Carter (Alta Mesa), Pearl and Skyline sites. The agreements would be retroactive to January 1, 2017, at a cost of \$15,000 per year per site, with a 3% increase per year. The January 1, 2018 cost would not include the 3% increase. The length of the agreements was seven years each.

Bm. Calabrigo stated the Authority had sites on member agency properties at no cost to the Authority. If the District ever wanted to join the Authority, he would like to revisit these leases with the District.

Bm. Haggerty stated the District might need encroachment permits from Authority member agencies, and they should treat the District as any other lessee.

On motion of Bm. Morris, seconded by Bm. Roberts and by majority vote (Bms. Dupuis and Haggerty voting no), the Board adopted the Resolution Authorizing the Chair to Execute and the Executive Director to Implement Three Lease Agreements with the East Bay Municipal Utility District (“EBMUD”) for EBRCSA Equipment Located at EBMUD Reservoir Sites at Seneca, Pearl and Carter (Alta Mesa) Locations.

9.3 Consider Entering into a Contract with CSI Communications for Engineering Assistance and Project Review. We currently use the contract Contra Costa County has with CSI Communications.

Director McCarthy presented the Staff Report and advised this contract with CSI Communications would provide engineering assistance and project review. The Authority had previously accessed CSI Communications’ services through a contract Contra Costa County had with CSI Communications. This item would provide the Authority with its own contract. With TDMA, the Authority would need an independent engineering firm that could run tests as upgrades were installed to ensure there were no issues with the System. This contract would have a not to exceed amount of \$200,000. There were other Authority member agencies that had contracts with CSI Communications, and this would allow for one firm to understand the intricacies of the System.

On motion of Bm. Haggerty, seconded by Bm. Andersen and by unanimous vote, the Board of Directors adopted the Resolution Authorizing the EBRCSA Chair to Execute, and the Executive Director to Implement, an Agreement with CSI Telecommunications, Inc. for Radio Frequency Engineering and Project Consulting.

9.4 Consider Adoption of a Resolution for a Budget Change to the 2017 – 2018 EBRCSA Budget

Director McCarthy presented the Staff Report and advised that the proposed budget changes to line items would cover subscriber radio fee increases, an amount of \$255,000 a year to upgrade batteries, and new site leases with East Bay Municipal Utility District.

On motion of Bm. Haggerty, seconded by Bm. Stepper and by unanimous vote, the Board adopted the Resolution Approving Changes to the EBRCSA Fiscal Year 2017/2018 Budget, in the Total Amount of \$520,000.

9.5 Consider a Master Contract with Motorola Solutions, Inc. and EBRCSA for Member Agencies to Purchase Subscriber Units

Director McCarthy presented the Staff Report and advised that this master contract would allow any Authority member agency or user to purchase radios as a set price,

provided specifically to the Authority. This was an existing CSA with verbiage added to cover the pricing for a set period of time. This pricing would come back in September.

G. Poole, Motorola representative, stated the pricing allowed member agencies to purchase radios on their own with the benefit of the pricing for the Authority, as detailed in the staff report.

Director McCarthy stated that this pricing had not been competitively bid, as some agencies might have to have competitively bid contracts.

G. Poole stated Motorola would allow a purchase order for agencies, so agencies could purchase radios in quantities needed – as needed.

Director McCarthy stated member agencies did not have to purchase Motorola radios, but they did need to be TDMA-compliant. Not all radios allowed use of Motorola feature sets, such as GPS function.

On motion of Bm. Perkins, seconded by Bm. Rodriguez, and by unanimous vote, the Board of Directors adopted the Resolution Authorizing the EBRCSA Chair to Execute, and the Executive Director to Implement, Amendment No. Three to a Communications System Agreement with Motorola Solutions, Inc.

10. Committee Updates:

10.1 Receive Informational Report on Recent Finance Committee Activities

Director McCarthy stated the RFP for capital replacement costs had been discussed and Alameda County agreed to assist the Executive Director, but there would now be continued conversation with Alameda and Contra Costa Counties.

10.2 Receive Informational Report on Recent Operations Committee Activities

Chair Ahern stated the Operations Committee had been briefed by the Executive Director on what would be presented at this meeting.

11. Reports:

11.1 East Bay Regional Communications System Authority (EBRCSA) transition to Phase II, from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA) initial Project Schedule

Director McCarthy stated the closure date of TDMA would be June 30, 2020. Work would begin in Alameda County. Equipment was being received, with work scheduled to in June of 2018, and be completed in June of 2019. There would then be testing.

11.2 Update an Alameda County Agreeing to Assist with RFP for the Multi-Year Plan for System Equipment Replacement and Upgrade

This item had been covered earlier.

11.3 Provide an Update regarding System Upgrade to System 7.17, which is part of the SUA II through Motorola

Director McCarthy explained System upgrade 7.17 had been started with receipt of equipment. The start date would be April 2, 2018, and they will be done cell by cell. They will reboot the master site and then console by console. Alameda and Contra Costa Counties' radio shops will go out and do physical upgrades.

12. Board Comments:

Supervisor Haggerty suggested the Executive Director reach out to the press and invite them for a ride along to see the success of System radios in Oakland, with Police and Fire.

Bm. Rodrigues asked if member agencies would be receiving information regarding rate increases.

Director McCarthy stated every member agency would be receiving a letter regarding new radio subscriber fees. Those letters should go out late next week.

Bm. Casten stated there was a need to count how many TDMA radios were being purchased as the System was going to TDMA to maybe reevaluate the order in which sites were upgraded.

13. Next Action Steps:

Invitation to the media, and fee increase letters to all member agencies.

14. Adjournment:

With no further business coming before the Board of Directors, the meeting was adjourned at 10:54 a.m.



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AGENDA ITEM NO. 9.1

**AGENDA STATEMENT
BOARD OF DIRECTORS MEETING
MEETING DATE: May 18, 2018**

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

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

SUBJECT: Request amendment of the Three-Year agreement with Motorola for Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response Monitoring

RECOMMENDATIONS:

Discuss and adopt a Resolution based on the recommendation of the Finance Committee concerning an amendment of the Services Agreement with Motorola Solutions Inc. to include equipment and consoles recently added for System Monitoring, Intrusions Detection, Technical Support, Preventive Maintenance and Infrastructure Response for East Bay Regional Communications System Authority (EBRCSA).

SUMMARY/DISCUSSION:

Motorola Solutions Inc. ("Motorola") has provided monitoring of the EBRCSA Consoles through a series of three-year agreements. The last renewal of the agreement was in May of 2016. Motorola monitors 24x7x365 Dispatch Centers, the Network, Security, Intrusion Detection, and provides Security Updates. Motorola advises the appropriate radio shop of an incident when a technician must respond and provides information as to what is the problem. In addition, technical support is provided for the Radio Technicians in Alameda and Contra Costa Counties when guidance with a problem is necessary.

The monitoring of the System and having proper security protocols assist in maintaining the Master Site, Prime Sites, Remote Sites, and Dispatch Sites, preventing intrusion and damage or identifying a failure in our System, which is IT based. The following is a description of each of the services:

Dispatch Service: Motorola provides 24x7x365 dispatching service to notify the local technicians of any trouble identified from the System monitoring. They provide case tracking and escalation to elevated levels of response based on the type of System outage.

Network Monitoring: Motorola monitors all components of the land mobile radio equipment with specialized monitoring tools and remote diagnostics. The monitoring information is fed to the dispatching center for local notification.

Astro 25 Security Monitoring: Motorola provides real time monitoring of network security elements, providing rapid detection, analysis, and rapid response to events. Motorola provides remote deployment of pre-tested anti-virus, and intrusion detection and sensor updates.

Pre-Tested Software Subscriptions (PTSS): Motorola provides continuous monitoring of commercial security updates and analyzes them for compatibility with the Astro 25 system. Motorola provides validated anti-virus, operating system patches and IDS signatures. Motorola has a consistent and scheduled approach to patch application.

Technical Support: Motorola provides 24x7x365 access to expert Motorola technologists for system performance and operational issues. This is an invaluable resource for the technician in the field to assist with trouble-shooting System performance and operational issues.

On-Site Infrastructure Response Service: Motorola provides factory-trained experienced technicians to trouble-shoot and repair the Master Site Controller.

Performance Reports: Motorola provides standardized reports that transform raw network data into usable reports, showing different system operational levels (overall system level, zone level, and site level), different user partitions (agency level, talkgroup level, and individual user level), and in-depth visibility into the System providing usage data to identify and address the areas impacting the network performance.

Network Preventative Maintenance: Annual operation test and alignment of infrastructure and fixed network equipment, insuring equipment meets manufacturer specifications.

The amendment to the Services agreement is to cover the following equipment which was added to the EBRCSA System and is no longer under warranty:

45 MCC7500 Consoles installed at 6 new Dispatch Centers

- Oakland Fire (13 ops + 1 spare = 14 ops)
- Oakland Police (14 ops)
- Piedmont (2 ops)

- Oakland Housing Authority (3 ops)
- Brentwood (4 ops)
- Antioch (6 ops)
- San Ramon Fire (addition of 2 ops)
- Alameda County East 2-channel expansion (4 sites)
- Alameda County North West 2-channel expansion (4 sites)
- Contra Costa County East 3-channel expansion (3 sites)
- Crane Ridge ASR 2-channel expansion
- ISSI 8000
- NICE Storage Center Expansion

The increase of \$35,761.68 will provide the necessary coverage until the agreement expires on June 30, 2019. A new agreement will include all of the equipment when these two agreements expire on June 30, 2019.

FISCAL IMPACT:

The 2016 Services Agreement (Attachment “B”) was for \$2,790,817.32 for three years and is billed at the rate of \$930,272.44 annually over the life of the three-year term of the Agreement which will expire on June 30, 2019. The funding of the amended Services Agreement (Attachment “A”) is \$35,761.68, and there are sufficient funds available in the maintenance budget. The amendment will not require an increase of user fees. The FY 2018/2019 Budget has been presented to the Board of Directors and reflects this payment as part of the Budget for FY 2018/2019.

RECOMMENDED ACTION:

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority (EBRCSA) adopt a Resolution authorizing the Chair of the EBRCSA to take such action as necessary to implement an amendment to the Services Agreement with Motorola Solutions, Inc. at a cost not to exceed \$35,761.68 for the Fiscal Year 2018/2019, substantially in the form attached to this Staff Report, with changes as approved by EBRCSA counsel and which do not materially increase EBRCSA’s Obligations thereunder. The Director will then have the Executive Director take such action as may be necessary to implement the recommendation.

Attachments:

“A” – Amended Service Agreement

“B” – 2016 Service Agreement

SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000007132
 Contract Modifier: 6/30/2018

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

Required P.O.:
 Customer #: 1036520494
 Bill to Tag#: 0001
 Contract Start date: 01-JUL-2018
 Contract End date: 30-JUN-2019
 Anniversary Day: Jun 14th
 Payment Cycle: IMMEDIATE
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	935.01	11,220.11
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	1,419.18	17,030.28
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	625.95	7,511.23
Sub Total			2,980.14	\$35,761.68
Taxes			0.00	0.00
Grand Total			2,980.14	\$35,761.68
TAXES MAY APPLY AS PER THE JURISDICTIONS				
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS				

Subcontractor(s)	City	State
IL-DO068-SCHMBG, MSI-TECH SUP		
IL-DO066-SCHMBG, MSI-SSC CALL CTR		
IL-DO067-SCHMBG, MSI-SSC NW MGT		

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

 RON HARMAN 916-605-9544
 MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Company Name : East Bay Regional Communications System Authority
Contract Number : USC000007132
Contract Modifier : R03-AUG-17 20:09:01
Contract Start Date: 01-JUL-2018
Contract End Date : 30-JUN-2019

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at 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.

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

Revised Oct 15, 2015



SERVICES AGREEMENT

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

Contract Number: S00001022238
 Contract Modifier: RN16-FEB-16 15:17:06

Date: 05/11/2016

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

Required P.O.: No
 Customer #: 1036520494
 Bill to Tag #: 0001
 Contract Start Date: 07/01/2016
 Contract End Date: 06/30/2019
 Anniversary Day: Jun 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
6	SVC01SVC0032C SVC152AD	ASTRO NETWORK MONITORING-CTD ASTRO25 PRIME SITE	\$9,937.93	\$357,765.48
38	SVC153AD	ASTRO25 REMOTE SITE		
21	SVC158AD	ASTRO25 DISPATCH SITE		
	SVC01SVC0033A	SECURITY MONITORING	\$37,264.65	\$1,341,527.40
3	SVC829AE	FIREWALL		
3	SVC830AE	MASTER SITE		
3	SVC831AE	INTRUSION DETECTION SYSTEM		
3	SVC832AE	CENTRALIZED SYSLOG SERVER		
3	SVC01SVC0115A SVC524AE	ASTRO PERF MGMT RPT - COAM PERFORMANCE MGMT REPORTS-COAM	\$2,382.38	\$85,765.68
3	SVC01SVC1101C SVC051AD	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ASTRO25 MASTER SITE	\$4,490.48	\$161,657.28
2	SVC01SVC1102C SVC076AD	ASTRO DISPATCH SERVICE ASTRO25 MASTER SITE	\$273.00	\$9,828.00
3	SVC922AG	DISPATCH SITE		
1	SVC01SVC1103C SVC041AD	ASTRO NETWORK MONITORING ASTRO25 MASTER SITE	\$1,891.01	\$68,076.36
3	SVC088AH	DISPATCH SITE		
1	SVC01SVC1104C SVC032AD	ASTRO TECHNICAL SUPPORT ASTRO25 MASTER SITE	\$7,122.56	\$256,412.16
9	SVC034AD	ASTRO25 PRIME SITE		
33	SVC035AD	ASTRO25 REMOTE SITE		
17	SVC040AD	ASTRO25 DISPATCH SITE		
3	SVC180AH	DISPATCH SITE		
34	SVC01SVC1105C SVC132AD	ASTRO CUSTOMER TECHNICIAN DISPATCH ASTRO25 REMOTE SITE	\$2,456.69	\$88,440.84
21	SVC137AD	ASTRO25 DISPATCH SITE		
9	SVC486AE	ASTRO25 PRIME SITE		

1	SVC01SVC1405C SVC118AD	NETWORK PREVENTATIVE MAINTENANCE A ASTRO25 MASTER SITE	\$631.87	\$22,747.32
2	SVC120AD	ASTRO25 PRIME SITE		
9	SVC121AD	ASTRO25 REMOTE SITE		
4	SVC126AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$6,668.43	\$240,063.48
3	SVC085AD	ASTRO25 MASTER SITE		
3	SVC939AG	DISPATCH SITE		
1	SVC02SVC0126A	NICE GOLD-LITE PACKAGE SITE(S)	\$4,403.70	\$158,533.32

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services \$77,522.70 \$2,790,817.32

Subtotal - One-Time Event
Services \$.00 \$.00

Total \$77,522.70 \$2,790,817.32

Taxes - -

Grand Total \$77,522.70 \$2,790,817.32

If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer on reestablishment of the expired service contract.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA CALIFORNIA REGION DO 099	TOLUCA LAKE	CA
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL
NICE SYSTEMS INC	RESTON	VA

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 _____

Brandon Burke 619-481-0555
MOTOROLA REPRESENTATIVE(PRINT NAME) _____ PHONE _____

Company Name: East Bay Regional Communications System Authority
Contract Number: S00001022238

Contract Modifier: RN16-FEB-16 15:17:06
Contract Start Date: 07/01/2016
Contract End Date: 06/30/2019

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

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

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

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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.

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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.

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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.

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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 Motorolas then effective hourly rates.

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

Revised Oct 15, 2015

RESOLUTION NO. 18-___

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

**AUTHORIZING THE EBRCSA CHAIR TO EXECUTE, AND THE EXECUTIVE
DIRECTOR TO IMPLEMENT, AN AMENDED SERVICES AGREEMENT WITH
MOTOROLA SOLUTIONS, INC. FOR THE EBRCSA SYSTEM**

WHEREAS, Motorola Solutions, Inc. (“Motorola”) provides equipment and services to the East Bay Regional Communications System Authority (“EBRCSA”) system (the “System”); and

WHEREAS, in 2016 EBRCSA renewed a contract with Motorola to provide System maintenance, monitoring, security and supplemental support during the post-warranty period of System equipment, to augment services to be provided by one or more EBRCSA members; and

WHEREAS, the contract is in effect until June 30, 2019, and Motorola’s performance has been satisfactory to date; and

WHEREAS, the current contract price is \$930,272.44 annually; and

WHEREAS, the Finance Committee has recommended an amendment to the contract, in the additional total amount of \$35,761.68, to provide contract services for equipment, as specified in the accompanying Staff Report, that was added to the System and is no longer under warranty; and

WHEREAS, there are sufficient funds available in the System maintenance budget for this amendment, the amendment amount is included in the FY 2018/19 Budget, and no increase in user fees will be required.

NOW, THEREFORE, BE IT RESOLVED THAT, good cause appearing therefor, the Chair of the East Bay Regional Communications System Authority is authorized to execute, and the Executive Director is authorized to take such other and further action as necessary to implement, an amendment to the current Services Agreement with Motorola Solutions, Inc., at a cost not to exceed \$35,761.68, substantially in the form attached to the accompanying Staff Report, with such changes as may be approved by EBRCSA counsel and which do not materially increase EBRCSA’s obligations thereunder.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 18th day of May, 2018, by the following votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Board Chair

ATTEST:

Caroline P. Soto, Secretary



**East Bay Regional
Communications
System Authority**



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

AGENDA ITEM NO. 9.2

**AGENDA STATEMENT
BOARD OF DIRECTORS MEETING
MEETING DATE: May 18, 2018**

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

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

SUBJECT: Request renewal of Services Agreement USC000007120 with Motorola Solutions, Inc., to Provide System Support, Repair, Trouble-Shooting, and Consulting/Problem-Solving

RECOMMENDATIONS:

Discuss and adopt a Resolution based on the recommendation of the Finance Committee to the Board of Directors to renew the Services Agreement with Motorola Solutions, Inc. to continue System support and training for the East Bay Regional Communications System Authority (EBRCSA) System.

SUMMARY/DISCUSSION:

Representatives from Alameda and Contra Costa Counties and EBRCSA, have been working with Motorola Solutions, Inc. ("Motorola") since the EBRCSA System was completed in order to maintain the system and ensure the System is functioning correctly. In April 2018, Motorola successfully completed the third System upgrade to migrate the System to version 7.17. As part of the upgrade, the computer servers at the master site needed extensive updating and reprogramming. In addition, it required replacement of 155 computers and updates to the remaining 47 computers with the new software so that every MCC 7500 Dispatch Console in every dispatch center could be replaced. The System upgrade was a team effort of representatives from

Motorola and our technicians. The upgrade was managed by our System Manager and Technician who were retained on contract, with additional assistance from Motorola staff. The transition was seamless. This was in part due to having people familiar with all our Master Site and Dispatch Centers, overseeing the transition.

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 require ongoing support from Motorola. We are continuing to expand the System, adding Dispatch Centers, the ISSI 8000, and MCC 7500 consoles.

It is necessary to continue to call upon Motorola to assist with review of Code Plugs, Problem-Solving, Microwave Issues, System Loading, and implementation of the ISSI 8000 with BART. The success of the System is directly linked to active oversight and maintenance of the EBRCSA System. The training and updates which Motorola provides these staff members is invaluable.

FISCAL IMPACT:

The Services Agreement (Attachment “A”) is for \$248,258.84 for the fiscal year FY2018/2019 and is included in the FY 2018/2019 Budget under Maintenance. The funding for the Network Administration will not require an increase in the user fees for EBRCSA members.

RECOMMENDED ACTION:

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority (EBRCSA) adopt a Resolution authorizing the Chair of EBRCSA to take such action as necessary to implement renewal of Services Agreement #USC000007120 with Motorola Solutions, Inc. at a cost not to exceed \$248,258.84 for the Fiscal Year 2018/2019, substantially in the form attached to this Staff Report, with changes as approved by EBRCSA counsel and which do not materially increase EBRCSA’s Obligations thereunder. The Chair will then have the Executive Director take such action as may be necessary to implement the recommendation.

Attachments:

“A” – Renewal of Service Agreement



SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000007120
Contract Modifier: CHG01

Date: 03-APR-2018

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

P.O.#: N/A
Customer #: 1036520494
Bill to Tag#: 0001
Contract Start Date: 01-JUL-2018
Contract End Date: 30-JUN-2019
Payment Cycle: IMMEDIATE
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC01SVC2012C	***** Recurring Services ***** SP - CONTRACT ADMINISTRATION SERVICE <i>↳ NETWORKS</i>	\$20,688.07	\$248,256.84
Sub Total			\$20,688.07	\$248,256.84
Taxes			\$0.00	\$0.00
Grand Total			\$20,688.07	\$248,256.84
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
West Adjustment	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

RON HARMAN

916-605-9544

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : East Bay Regional
Communications System
Authority
Contract Number : USC000007120
Contract Modifier : CHG01
Contract Start Date : 01-JUL-2018
Contract End Date : 30-JUN-2019

RESOLUTION NO. 18-___

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

**RESOLUTION AUTHORIZING THE EBRCSA CHAIR TO EXECUTE, AND THE
EXECUTIVE DIRECTOR TO IMPLEMENT, A SERVICES AGREEMENT WITH
MOTOROLA SOLUTIONS, INC. FOR INSTALLATION, MAINTENANCE, SUPPORT
AND TRAINING SERVICES FOR THE EBRCSA SYSTEM**

WHEREAS, Motorola Solutions, Inc. (“Motorola”) provides equipment and services to the East Bay Regional Communications System Authority (“EBRCSA”) system (the “System”); and

WHEREAS, Motorola has previously contracted with EBRCSA to provide System services, including but not limited System Loading and other issues for which EBRCSA does not have expertise within its own radio staff; and

WHEREAS, with the addition of the City of Oakland to the System, there is a need for specialized problem diagnosis and solution services; and

WHEREAS, Motorola has proposed to perform such services for a one-year term at a price of \$248,258.84 for Fiscal Year 18/19; and

WHEREAS, funding is available for the proposed Services Agreement with Motorola Solutions, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT, good cause appearing therefor, the Chair of the East Bay Regional Communications System Authority is authorized to execute, and the Executive Director is authorized to take such other and further action as necessary to implement, a Services Agreement with Motorola Solutions, Inc., at a cost not to exceed 248,258.84, substantially in the form attached to the accompanying Staff Report, with such changes as may be approved by EBRCSA counsel and which do not materially increase EBRCSA’s obligations thereunder.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 18th day of May 2018, by the following votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT

Board Chair

ATTEST: _____
Caroline P. Soto, Secretary

2963111.1



**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 9.3

**AGENDA STATEMENT
BOARD OF DIRECTORS MEETING
MEETING DATE: May 18, 2018**

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

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

SUBJECT: EBRCSA FY 2018/2019 Administrative Budget

RECOMMENDATION:

Adopt a resolution adopting the FY 2018/2019 Administrative Budget for the East Bay Regional Communications System Authority

SUMMARY/DISCUSSION:

The EBRCSA is required by the JPA agreement to develop and bring to the Board of Directors a budget for adoption each fiscal year. The Fiscal Year 2018/2019 budget, attached as Exhibit A, is the proposed budget jointly prepared by the Alameda County Auditor Controller's staff and the EBRCSA Executive Director. The proposed budget format was presented to the Finance Committee, at the April 27, 2018 meeting and approved with minor recommendations.

The EBRCSA transitioned to full operation and maintenance in FY 2014/2015. The budget for FY 2018/2019 contains purchases such as the amendment to the Service Contract for monitoring of equipment added to the system, renewal of an agreement for continued support by Motorola System Manager, and Implementation of Time Division Multiple Access (TDMA). The primary revenue source is monthly Operating Payments and Service Payments paid by member agencies. The proposed FY 2018/2019 budget is built on an approximate radio count of 18,000. We

anticipate that there will be a slight increase during the year as radios are added by current members of EBRCSA.

Grants:

We will not be utilizing Urban Areas Security Initiative Grant (“UASI”) or State Homeland Security Grant Program (“SHSGP”) during this Fiscal Year as none of the projects meet the parameters for Grant Funding.

Administration:

The proposed budget administrative expenses remain the same.

Maintenance:

The renewal of Annual Services Agreement with Motorola for System Manager and Technicians is an annual cost of \$250,000 and a contract with CSI for independent engineering and system review, not to exceed \$200,000.

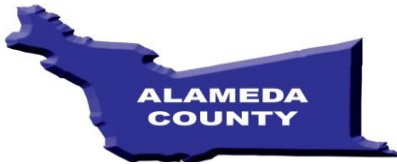
Capital:

The proposed capital budget does have capital items which have been included in the budget for purchase or implementation in FY2018/2019. The items are the year one payment of the Time Division Multiple Access, (TDMA) and DC Power Upgrade.

RECOMMENDED ACTION:

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority adopt the Fiscal Year 2018/2019 Administrative Budget for the EBRCSA, as outlined in Exhibit A.

Attachments: Exhibit: “A”



**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

BUDGET
FISCAL YEAR 2018-19

Revenues

Operating payments	5,900,000
Service payments	1,300,000
Interest	50,000
Total revenues	7,250,000

Expenses

Administration	280,000
Audit fees	20,000
Insurance	30,000
Lease	50,000
Legal	20,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,310,000
Security	11,000
Utilities	150,000
Website hosting	4,000
Total operating expenses	3,915,000
Capital	1,915,000
Debt Service	650,000
Total expenses	6,480,000
Net Income	770,000

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM
EXPENDITURE DETAIL
FISCAL YEAR 2018-2019**

OPERATING EXPENSES	FY17-18 Budget	FY17-18 Projected	FY18-19 Budget	Change FY18 vs FY19
Administration				
Executive director	225,000	223,000	225,000	(2,000)
Administrative assistant	40,000	8,000	40,000	(32,000)
Travel	4,000	-	5,000	(5,000)
Miscellaneous	10,000	3,000	10,000	(7,000)
Audit fees	20,000	18,000	20,000	(2,000)
Insurance	30,000	20,000	30,000	(10,000)
Legal	20,000	5,000	20,000	(15,000)
Lease	5,000	90,000	50,000	40,000
Licenses and permits	30,000	5,000	30,000	(25,000)
Membership fees	10,000	9,000	10,000	(1,000)
Landscaping	10,000	-	-	-
Maintenance				
Service agreement	931,000	931,000	931,000	-
Software maintenance (SUA II)	832,000	832,000	939,000	(107,000)
Network administration	250,000	250,000	250,000	-
HVAC maintenance	15,000	15,000	15,000	-
Generator maintenance	55,000	40,000	40,000	-
ALCO general maintenance	600,000	600,000	600,000	-
COCO general maintenance	220,000	210,000	220,000	(10,000)
CSI telecommunications	-	-	200,000	(200,000)
Microwave maintenance	110,000	113,000	115,000	(2,000)
Security	10,000	11,000	11,000	-
Utilities	140,000	140,000	150,000	(10,000)
Website hosting	4,000	4,000	4,000	-
Total expenses	<u>3,571,000</u>	<u>3,527,000</u>	<u>3,915,000</u>	<u>(388,000)</u>
CAPITAL EXPENDITURES				
Inter Sub System Interface	360,000	360,000	-	360,000
ALCO East 2-Channel Upgrade	360,000	360,000	-	360,000
TDMA Upgrade	-	-	1,665,000	(1,665,000)
DC Power Upgrade	-	-	250,000	(250,000)
Total expenditures	<u>720,000</u>	<u>720,000</u>	<u>1,915,000</u>	<u>(1,195,000)</u>
DEBT SERVICE				
Principal	437,000	437,000	454,000	(17,000)
Interest	213,000	213,000	196,000	17,000
Total expenses	<u>650,000</u>	<u>650,000</u>	<u>650,000</u>	<u>-</u>

1. Lease Expenses decreased because the Authority only needs to pay for one year
2. SUA II Expense increased because of additional coverage
3. CSI Communications Expense is a new contract approved by the Board of Directors
4. TDMA Upgrade Expense is the annual payment for the Change Order approved by the Board of Directors
5. DC Power Upgrade Expense is an annual amount to replace the batteries in various locations

EAST BAY REGIONAL COMMUNICATIONS SYSTEM

PROJECTED CASH RESERVE BALANCES

FISCAL YEAR 2018-2019

	FY17-18 Budget	FY17-18 Projected	FY18-19 Budget
Operating Reserve			
Beginning Balance	1,674,500	1,674,500	1,763,500
Operating Payments	5,000,000	5,300,000	5,900,000
Initial Payments	-	180,000	-
Interest	20,000	30,000	50,000
Operating Expenses	(3,571,000)	(3,527,000)	(3,915,000)
Transfer to Capital Reserve	(1,338,000)	(1,894,000)	(1,841,000)
Ending Balance	1,785,500	1,763,500	1,957,500
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,200,000	1,600,000	1,300,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(550,000)	(950,000)	(650,000)
Ending Balance	1,000,000	1,000,000	1,000,000
Capital Reserve			
Beginning Balance	5,155,925	5,155,925	7,909,925
Grants	630,000	630,000	-
Transfer In	1,888,000	2,844,000	2,491,000
Capital	(720,000)	(720,000)	(1,915,000)
Ending Balance	6,953,925	7,909,925	8,485,925
Total Reserve Balance	9,739,425	10,673,425	11,443,425

1. Operating Reserve Balance is equal to 50% of the next fiscal years Operating Budget
2. Debt Reserve Balance is set to equal \$1,000,000 every fiscal year
3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirements have been met

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

10 YEAR CASH FLOW PROJECTION

	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Operating Reserve											
Balance - beginning	1,674,500	1,763,500	1,957,500	2,016,225	2,076,712	2,139,013	2,203,183	2,269,279	2,337,357	2,407,478	2,479,702
Operating payments	5,300,000	5,900,000	6,377,400	6,390,360	6,403,346	6,416,358	6,429,396	6,442,460	6,455,550	6,468,666	6,481,809
Initial payments	180,000	-	7,200	7,200	7,214	7,229	7,243	7,258	7,272	7,287	7,301
Interest	30,000	50,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Administration	(234,000)	(280,000)	(288,400)	(297,052)	(305,964)	(315,142)	(324,597)	(334,335)	(344,365)	(354,696)	(365,336)
Audit fees	(18,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Insurance	(20,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Legal	(5,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Lease	(90,000)	(50,000)	(51,500)	(53,045)	(54,636)	(56,275)	(57,964)	(59,703)	(61,494)	(63,339)	(65,239)
Licenses and permits	(5,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Membership fees	(10,000)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)	(13,048)
Maintenance											
Customer svc. agmt.	(931,000)	(931,000)	(958,930)	(987,698)	(1,017,329)	(1,047,849)	(1,079,284)	(1,111,663)	(1,145,013)	(1,179,363)	(1,214,744)
SUA II	(832,000)	(939,000)	(967,170)	(996,185)	(1,026,071)	(1,056,853)	(1,088,558)	(1,121,215)	(1,154,852)	(1,189,497)	(1,225,182)
System management	(250,000)	(250,000)	(257,500)	(265,225)	(273,182)	(281,377)	(289,819)	(298,513)	(307,468)	(316,693)	(326,193)
HVAC	(15,000)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,002)	(19,572)
Generators	(40,000)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)	(52,191)
ALCO maintenance	(600,000)	(600,000)	(618,000)	(636,540)	(655,636)	(675,305)	(695,564)	(716,431)	(737,924)	(760,069)	(782,864)
COCO maintenance	(210,000)	(220,000)	(226,600)	(233,398)	(240,400)	(247,612)	(255,040)	(262,692)	(270,572)	(278,682)	(287,050)
CSI telecommunications	-	(200,000)	(206,000)	(212,180)	(218,545)	(225,102)	(231,855)	(238,810)	(245,975)	(253,354)	(260,955)
Microwave maintenance	(113,000)	(115,000)	(118,450)	(122,004)	(125,664)	(129,434)	(133,317)	(137,316)	(141,435)	(145,679)	(150,049)
Security	(10,000)	(11,000)	(11,330)	(11,670)	(12,020)	(12,381)	(12,752)	(13,135)	(13,529)	(13,934)	(14,353)
Utilities	(140,000)	(150,000)	(154,500)	(159,135)	(163,909)	(168,826)	(173,891)	(179,108)	(184,481)	(190,016)	(195,716)
Web site hosting	(4,000)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)	(5,219)
Transfer to Capital Reserve	(1,894,000)	(1,841,000)	(2,313,425)	(2,203,650)	(2,090,233)	(1,973,049)	(1,851,985)	(1,726,925)	(1,597,745)	(1,464,324)	(1,326,532)
Balance - ending	1,763,500	1,957,500	2,016,225	2,076,712	2,139,013	2,203,183	2,269,279	2,337,357	2,407,478	2,479,702	2,554,093
Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Service payment	1,600,000	1,300,000	1,308,096	1,310,982	1,313,873	1,316,771	1,319,674	1,322,583	1,325,497	1,328,418	1,331,344
Principal	(437,000)	(454,000)	(473,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-
Bond interest	(213,000)	(196,000)	(177,000)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-
Transfer to Capital Reserve	(950,000)	(650,000)	(658,096)	(660,982)	(663,873)	(666,771)	(669,673)	(672,583)	(675,497)	(678,418)	(2,331,345)
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-
Capital Reserve											
Balance - beginning	5,155,925	7,909,925	8,485,925	9,542,446	10,492,078	11,331,184	12,056,004	14,327,662	16,477,170	18,500,412	20,393,154
Grants	630,000	-	-	-	-	-	-	-	-	-	-
Transfer In	2,844,000	2,491,000	2,971,521	2,864,632	2,754,106	2,639,820	2,521,658	2,399,508	2,273,242	2,142,742	3,657,877
Capital	(720,000)	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)
Balance - ending	7,909,925	8,485,925	9,542,446	10,492,078	11,331,184	12,056,004	14,327,662	16,477,170	18,500,412	20,393,154	23,801,031
TOTAL RESERVE BALANCE	10,673,425	11,443,425	12,558,671	13,568,789	14,470,197	15,259,187	17,596,942	19,814,527	21,907,890	23,872,856	26,355,124

RESOLUTION NO. 18-xx

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

ADOPTING AN ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2018/2019

WHEREAS, the East Bay Communications System Authority (“EBRCSA”) Executive Director and the Alameda County Auditor-Controller’s Office have jointly prepared, and the EBRCSA Finance Committee has reviewed and recommended, a proposed Administrative Budget for the EBRCSA for Fiscal Year 2018/2019, attached to the accompanying Staff Report as Exhibit A; and

WHEREAS, the Board of Directors of the EBRCSA has reviewed and considered the proposed budget and the accompanying Staff Report, has heard all comment thereon, and finds good cause therefor.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the East Bay Regional Communications System Authority does hereby adopt the Fiscal Year 2018/2019 Administrative Budget for the EBRCSA, as outlined in Exhibit A to the accompanying Staff Report.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 18th day of May, 2018, by the following votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Board Chair

ATTEST:

Caroline P. Soto, Secretary