



## **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: December 4, 2020**

**TIME:** 10:00 a.m.

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

#### **Meeting Procedure During Coronavirus (COVID-19) Outbreak:**

In keeping with the guidelines provided by the State of California and Alameda County Department of Public Health regarding gatherings during the coronavirus (COVID-19) outbreak, and recommendations to follow social distancing procedures, the East Bay Regional Communications System Authority (EBRCSA) will adopt the following practices during upcoming Board of Director meeting:

- The EBRCSA Board of Directors will hold the meetings remotely via Zoom Video Communications.
- The Public will have access to the meeting via a telephonic option.
- The Public will have access to the meeting by calling:  
Dial in Number: 16699009128  
Meeting ID: 974 3622 8881  
Passcode: 759351
- The Public will have access to all materials via the EBRCSA Web Site, <http://www.ebrcsa.org/default.page>. The material will be under the header Calendar, then Finance Committee, and then September 4th date.
- The Public will be asked if there is any comment or question concerning the meeting during the Public Comment Period and as each item is discussed.
- The Speaker may provide their name for the record, if they so choose

### **(REVISED ) AGENDA**

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- |   |                         |
|---|-------------------------|
| <b>1. <u>Closed Session:</u> (None)</b>                     | <b>Time: N/A</b>        |
| <b>2. <u>Call to Order/Roll Call:</u> (Regular Session)</b> | <b>Time: 10:00 a.m.</b> |

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 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 comments. 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 June 19, 2020

7. **Written Communications:** None.

8. **Public Hearings:** None.

9. **Action Items:**

9.1 Approval of First Amendment to the Contract with the Executive Director Regarding Contract Compensation

9.2 Adoption of Budget Adjustments for FY 19/20 and FY 20/21

9.3 Adopt a Resolution Approving Change Order Number [33] Authorizing Replacement and Upgrade of the East Bay Regional Communications System Authority's Obsolete Microwave Network from T-1 Circuits to Ethernet and Adding Multi-Protocol Label Switching (MPLS) Routing Protocol and Approving a Lease Agreement #24974.

9.4 Adopt 2021 EBRCSA Calendar Committee and Board Meetings

9.5 Annual Election of Board Chair and Vice Chair as required by the JPA Agreement and Bylaws

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 an Update on the City of Vallejo

11.2 Receive an Update on the City of Antioch

11.3 Receive Information on Public Safety Power Shutdowns and Impact to EBRCSA

11.4 Receive an Update on TDMA – Time Division Multiple Access

11.5 Receive Information regarding California Department of Justice Bulletin regarding Encryption

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: November 30, 2020



**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

**AGENDA ITEM NO. 6.1.**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: December 4, 2020**

**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 June 19, 2020 Board of Directors Meeting

**RECOMMENDATIONS:**

Approve the minutes of the June 19, 2020 Board of Directors Meeting.

**SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the June 19, 2020 Board of Directors Meeting.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the June 19, 2020 Board of Directors Meeting.



## East Bay Regional Communications System Authority



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### BOARD OF DIRECTORS MEETING

#### REGULAR MEETING

DATE: June 19, 2020

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:** A Regular meeting of the Board of Directors was held on June 19, 2020, remotely via Zoom Video Communications. The meeting was called to order at 10:00 a.m.  
  
Boardmembers Present: G. Ahern, C. Andersen, J. Calabrigo, J. Catalano, A. Ciaburro, J. Diaz, T. DuPuis, S. Haggerty, J. King, N. Luby, R. McBain, P. Meyer, C. Nice, S. Perkins, M. Roberts, L. Smith, J. Tudor, D. Twa  
  
Staff: T. McCarthy, L. Mc Kinney, C. Boyer, C. Soto  
  
Public: None.
  3. **Report on Closed Session:** None.
  4. **Public Comments: (Meeting Open to the Public):** None.
  5. **Presentations:** None.
  6. **Approval of Minutes**
    - 6.1 **Approval of Minutes from the Board Meeting of March 6, 2020**  
  
On motion of Bm. Nice, seconded by Bm. Andersen and by unanimous vote, the Board approved the minutes of the March 6, 2020 Regular Board meeting.
  7. **Written Communications:** None.

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

8. **Public Hearings:** None.

9. **Action Items:**

**9.1 Adoption of Fiscal Year 2020/21 Administrative Budget**

Craig Boyer, Authority Auditor, advised that the budget was fairly consistent with the Fiscal Year 2019/20 budget. Revenues would be approximately \$7.9 million, a slight increase from last year based on the actual revenues that were received based on radio counts; on the expense side, operating expenses are fairly consistent with last year, total expenses overall are approximately \$7.1 million; operating expenses are made up of maintenance with a slight increase due to contract rate increases; on capital expenditure side, the budget is about \$2.1 million which is primarily due to the TDMA upgrade along with a couple of other capital projects. Debt service is \$650,000, allocated between principal and interest. Overall, the Authority will have a net income of approximately \$800,000 which would go to fund future capital projects and replacement of the System, as needed. Next, assumptions were shown that were used in the development of the cash flow statement. The last page of the budget document showed a ten-year cash flow projection. There are three types of reserves, operating which is budgeted at 50% of operating expenditures for each year, a debt service reserve of \$1 million to ensure that the Authority continues to make the annual debt service payments and any other fund balance will go to the capital reserve to fund future capital projects. Of note, they were conservative in terms of revenues in that they kept the revenue rate flat based on the current rate structure throughout the ten years. Also, they only accounted for capital projects that were known at this time in developing the capital reserves.

On motion of Bm. Nice, seconded by Bm. King and by unanimous vote, the Board of Directors adopted **Resolution No. 20-06** Adopting an Administrative Budget for Fiscal Year 2020/21.

At 10:13 a.m., Bm. Haggerty joined the meeting.

**9.2 Approval of an Amendment to the Communications System Agreement with Motorola Solutions, Inc. to Extend the Term**

Director McCarthy presented the Staff Report and advised this item was to approve an agreement which allowed all member agencies to purchase System services, equipment and materials from Motorola. This is a three-year extension to a current agreement.

On motion of Bm. King, seconded by Bm. Silva and by unanimous vote, the Board adopted **Resolution No. 20-07** Authorizing the EBRC SA Chair to Execute, and the Executive Director to Implement, Amendment No. Four to a Communications System Agreement with Motorola Solutions, Inc..

**10. Committee Updates:**

**10.1 Receive Informational Report on Recent Finance Committee Activities**

Bm. Perkins stated the Finance Committee discussed the budget, the Antioch site, and the City of Vallejo.

**10.2 Receive Informational Report on Recent Operations Committee Activities**

Chair Ahern stated the Operations Committee discussed they received information on the budget update, discussed encryption, and received information on TDMA for the System. They received information on discussions with the Cities of Vallejo and Antioch.

**11. Reports:**

**11.1 Receive an Update on the City of Vallejo**

Director McCarthy stated the City of Vallejo was diligent in getting the radio system up and running and looking to be on EBRCSA by the end of July. There current system was still having major problems. They team at Vallejo had been very responsive.

**11.2 Receive an Update on the City of Antioch**

Director McCarthy stated the City of Antioch hired a consultant to assist with the location of a site in Antioch. They were looking at the electrical to see what it would take to get power up to the site. It is moving forward.

**12. Board Comments:**

None.

**13. Next Action Steps: None.**

**14. Adjournment:**

With no further business coming before the Board, the meeting was adjourned at 10:22 a.m.

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Caroline P. Soto  
Authority Secretary



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM 9.1.**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: December 4, 2020**

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

**FROM:** Sheriff G. Ahern, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** First Amendment to Services Agreement with Executive Director McCarthy

**RECOMMENDATIONS:**

Adopt a Resolution approving the First Amendment to the Executive Director's Contract with the East Bay Regional Communications System Authority.

**SUMMARY/DISCUSSION:**

On November 23, 2020, less than a majority of the members of the Board of Directors met with the Executive Director regarding a proposed adjustment to the Executive Director's hourly rate set forth in the 2015 Services Contract with East Bay Regional Communications System Authority (EBRCSA). At the meeting, the Board members considered and recommended to the full Board approval of a proposed First Amendment to the Executive Director's Contract to increase his hourly rate.

The Board approved a contract with former Director McCammon in 2008 which included an hourly rate of \$150.00. The Board then contracted with Executive Director McCarthy in January of 2015 at the same rate of \$150.00 per hour. (See Exhibit A.)

The Executive Director proposed an increase of his hourly rate to \$175.00 to take effect on January 1, 2021 based upon the increase the Consumer Price Index (CPI) for the years 2015-2019. The sum

of the CPI from 2015 to 2019 was calculated increasing the hourly wage from \$150.00 to \$175.00 per hour.

January 2015 to December 2019 CPI - % Increase			
Year	% Increase	Beginning Hourly	Adjusted Hourly
2015	3.2	\$150.00	\$154.80
2016	3.5	\$154.80	\$160.22
2017	2.9	\$160.22	\$164.86
2018	4.5	\$164.86	\$172.28
2019	2.5	\$172.28	\$176.59

**FISCAL IMPACT:**

If the Board approves this First Amendment, the increase to the Executive Director’s compensation would equal \$19,000.00 for Fiscal Year 2020/2021. In anticipation of the Board’s approval, Agenda Item 9.1. recommends that the Board approve a Budget Adjustment to accommodate this proposed increase. The change does not require an increase in the cost to EBRCSA members.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority adopt a Resolution Approving the. proposed First Amendment to Executive Director McCarthy’s Contract as set forth in Exhibit “B”.

Attachments:

“A” – Standard Services Agreement with Executive Director McCarthy

“B” – First Amendment to Services Agreement with Thomas G. McCarthy

“C” – Resolution for First Amendment

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COPY

Contract No. 15-001

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 30th day of January, 2015, is by and between the East Bay Regional Communications System Authority ("EBRCSA"), and Thomas G. McCarthy ("Contractor"). EBRCSA and Contractor are hereinafter collectively referred to as the "Parties."

**RECITALS**

A. EBRCSA desires to obtain the services of an Executive Director, as more fully described in Exhibit A hereto, "Definition of Services."

B. Contractor is professionally qualified to provide such services and is willing to provide same to EBRCSA on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **SCOPE OF SERVICES:** Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. Exhibits A and B are attached hereto and incorporated herein by this reference.

2. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is at all times an independent contractor, and can perform work for others. Contractor is not the agent or employee of the EBRCSA in any capacity whatsoever and EBRCSA shall not be liable in any manner for any acts or omissions by Contractor or for any obligations or liabilities incurred by Contractor, his employees, or agents.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and Contractor agrees to indemnify and hold EBRCSA harmless from any and all liability which EBRCSA may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of EBRCSA.

Contractor does, by this Agreement, agree to perform his said work and to function at all times in strict accordance with currently approved methods and practices in his field and acknowledges that the sole interest of EBRCSA is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the EBRCSA.

Notwithstanding the foregoing, if the EBRCSA in its discretion determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, EBRCSA may upon two (2) weeks' notice to Contractor, withhold from payments otherwise due to Contractor hereunder federal and state income taxes and to pay said sums to the federal and state governments.

3. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall release, hold harmless, defend and indemnify the EBRCSA, its Board of Directors, officers, employees and agents from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "**Liabilities**") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The EBRCSA may, at its option, participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

4. **INSURANCE:** Contractor shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000.00; an automobile liability insurance policy in the minimum amount of \$300,000.00; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000.00 to cover any claims arising out of Contractor's performance of services under this Agreement. All insurance, except professional liability, shall name the EBRCSA, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the EBRCSA.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the Chairperson of the EBRCSA Board of Directors; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the EBRCSA Chairperson.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If Contractor employs any person, he shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the EBRCSA. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the EBRCSA; and 2) provide for a waiver of any right of subrogation against the EBRCSA to the extent permitted by law.

Contractor shall promptly forward all insurance documents to the EBRCSA.

5. CONFORMITY WITH LAW AND SAFETY: In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by Contractor.
6. PAYMENT: For services performed in accordance with this Agreement, payments will be made, and payment shall be made to Contractor as provided in Exhibit B hereto.
7. TRAVEL EXPENSES: Contractor shall be allowed and compensated for reasonable travel expenses to carry out the work of the EBRCSA as approved by the Chairperson of the EBRCSA Board of Directors in accordance with Alameda County travel reimbursement policies, as the same may be amended from time to time.
8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
9. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the EBRCSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the EBRCSA, the Contractor, the Contractor's sub-contractors, or third parties at the request of the Contractor (collectively, **"Documents and Materials"**).

Contractor also hereby assigns to the EBRCSA and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's information system(s), respecting in any way the subject matter of this Agreement.

Contractor agrees to take such further steps as may be reasonably requested by EBRCSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the EBRCSA and any assignee of the EBRCSA an express, exclusive and irrevocable royalty – free license to retain and use said Documents and Materials. The rights of the EBRCSA rights under this Section 9 shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit A to this Agreement have been fully performed or paid for.

During the term of this Agreement Contractor shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

10. CONFLICT OF INTEREST; CONFIDENTIALITY: Contractor covenants that he presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the EBRCSA, as determined in the reasonable judgment of the Board of Directors of the EBRCSA. Entering into this agreement does not preclude Contractor from working for others as long as Contractor ensures that such work does not constitute a conflict of interest.

Contractor agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the EBRCSA will be kept confidential and not be disclosed to any other person or entity except as required by law. Contractor agrees to immediately notify the EBRCSA in accordance with Section 11 of this Agreement, if he is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after Contractor's termination of services to the EBRCSA hereunder.

11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To: EBRCSA: East Bay Regional Communication System Authority  
Alameda County Office of Homeland Security and Emergency Services  
4985 Broder Blvd.  
Dublin CA. 94568

Attn: Chairperson of the EBRCSA Board of Directors

To: Contractor: Thomas G. McCarthy

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. USE OF EBRCSA PROPERTY: Contractor shall not use EBRCSA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his obligations under this Agreement.

13. TERMINATION: Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. The EBRCSA has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Contractor. In the event that the EBRCSA should abandon, terminate or suspend Contractor's work, Contractor shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for services shall be limited to payment for time actually worked prior to the effective date of said suspension, termination or abandonment.

14. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

15. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between EBRCSA and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

16. HEADINGS: Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

17. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

18. ASSURANCE OF PERFORMANCE: If at any time EBRCSA believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the services as required by this Agreement, EBRCSA may, at its option, request from Contractor prompt written assurances of performance and a written plan acceptable to EBRCSA, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of his receipt of EBRCSA request and shall thereafter diligently commence and fully

perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 12 of this Agreement.

19. SEVERABILITY: If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

20. SIGNATORIES: By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.**

EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

CONTRACTOR

By: Gregory J. Ahern  
Signature

By: Thomas G. McCarthy  
Signature

Name: Gregory J. Ahern  
(Printed)

Name: THOMAS G. MCCARTHY  
(Printed)

**EXHIBIT A  
DEFINITION OF SERVICES**

Contractor shall serve as the Executive Director of the EBRCSA and carry out the responsibilities included but not limited to those that follow on an hourly contract-for-services basis.

**Management, Administrative, Communications, and Regulatory**

- For the Board of Directors and committees, schedule meetings; prepare agendas, staff reports, and minutes; present reports; and maintain all required public records.
- Process all statutory filings and noticing requirements.
- Consult with and coordinate work of legal counsel for the EBRCSA.
- Obtain and maintain appropriate insurance for the EBRCSA, member agencies, and Board members.
- Negotiate, prepare, and administer all contracts, lease agreements, Memoranda of Understanding, and other agreements (technical, financial, administrative), ensuring adherence to statutory procurement requirements and conformance with federal, state, and local laws and policies. This includes Memoranda of Understanding and other agreements with member agencies for use of public facilities and/or contracting for services.
- Oversee the work of any EBRCSA technical, financial or administrative consultants and contractors.
- Develop and manage all long-term development projects.
- Coordinate the recruitment, testing, hiring, training, evaluation, and termination of any future EBRCSA employees and manage the development of appropriate personnel practices.
- Represent the EBRCSA on various local, state, and federal committees that impact the EBRCSA mission.
- Work with non-member governmental agencies to promote their participation in the EBRCSA.
- Through a professional vendor, develop and maintain the EBRCSA website.
- Serve as the EBRCSA public information officer and media contact.

**Technical**

- Coordinate the acquisition, installation, replacement, testing, modification, upgrade, monitoring and maintenance of the EBRCSA radio system equipment and services and ensure compliance with specifications and contractual provisions.
- Manage ongoing system operation and provide regular reporting on system performance parameters (e.g., system occupancy, frequency utilization, talk group occupancy) and the operational readiness of associated back-up systems.
- Work to obtain federal and state grants for both network build-out/expansion and network operations.

**Financial**

- Develop, recommend and administer the annual budget and long-term financial plan.
- Secure and coordinate the annual audit.
- Manage the billing and collections processes for member agencies.
- Develop and manage EBRCSA financial policies, including policies related to reserves, contingencies, and capital replacement funds.

**EXHIBIT B  
PAYMENT TERMS**

1. EBRCSA will pay Contractor within thirty (30) days, upon receipt of invoice.
2. Invoices will be approved in writing by the EBRCSA, Chair of the Board of Directors
3. Contractor will be compensated at the rate of One Hundred Fifty Dollars (\$150) per hour for work performed in accordance with Exhibit A, the "Definition of Services"
4. Upon execution of this Agreement by EBRCSA, the EBRCSA Chairperson of the Board and Contractor shall forthwith jointly review and determine a schedule for the timely performance of Contractor's services hereunder. The agreed upon schedule shall be convenient to both Parties and will be flexible, as opposed to having fixed hours. Contractor will be responsible to track hours worked on a daily basis and submit bi-weekly time sheets detailing hours worked. The Chairperson of the Board of Directors will approve in writing bi-weekly time sheets submitted by Contractor. Contractor will then submit the approved time sheets to the Alameda County Auditor for payment.

**FIRST AMENDMENT TO  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY  
SERVICES AGREEMENT WITH THOMAS G. McCARTHY FOR SERVICE AS  
EXECUTIVE DIRECTOR**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (“**First Amendment**”), dated as of January 1, 2021 (“Effective Date”), is entered into between the EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (“**the Authority**”) and THOMAS G. McCARTHY (“**McCarthy**”), (collectively, the “**Parties**”).

**RECITALS**

WHEREAS, the Parties entered into a Standard Services Agreement, dated January 30, 2015, Contract Number 15-001 with respect to the provision of Executive Director services by McCarthy to the Authority ("Agreement"); and

WHEREAS, the Parties desire to amend the Payment Terms set forth in Exhibit B of the Existing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Exhibit B, Payment Terms. Section 3 of Exhibit B of the Agreement is hereby amended to read as follows with deleted text in ~~strike through~~ and added text in underlining.
  
3. Contractor will be compensated at the rate of One Hundred ~~Fifty~~ Seventy-Five Dollars (\$~~175.50~~) per hour for work performed in accordance with Exhibit A, the "Definition of Services"
  
2. Miscellaneous

Except as hereby amended, all of the other terms and provisions of the Existing Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original instrument and all such counterparts, taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed effective as originals.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed in duplicate as of the date first herein written.

**FOR CONTRACTOR**

By: \_\_\_\_\_

**THOMAS G. McCARTHY**

**FOR EAST BAY REGIONAL  
COMMUNICATIONS SYSTEM AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Laura McKinney, Authority Counsel

**RESOLUTION NO. 20 - XX**

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

\*\*\*\*\*

**APPROVING AN AMENDMENT TO THE STANDARD SERVICES AGREEMENT  
WITH THOMAS G. McCARTHY TO PROVIDE SERVICES AS EXECUTIVE  
DIRECTOR AND AUTHORIZING ITS EXECUTION**

**WHEREAS**, the Parties entered into a Standard Services Agreement, dated January 30, 2015, Contract Number 15-001 with respect to the provision of Executive Director services by McCarthy to the Authority ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Payment Terms set forth in **Exhibit B** of the Existing Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Exhibit B, Payment Terms. Section 3 of Exhibit B of the Agreement is hereby amended to read as follows with deleted text in ~~strike through~~ and added text in underlining.
3. Contractor will be compensated at the rate of One Hundred ~~Fifty~~ Seventy-Five Dollars (\$~~175~~50) per hour for work performed in accordance with Exhibit A, the "Definition of Services"
2. Miscellaneous

Except as hereby amended, all of the other terms and provisions of the Existing Agreement shall remain unchanged and in full force and effect. The Amendment may be executed in counterparts, each of which shall be deemed an original instrument and all such counterparts, taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed effective as originals.

**NOW, THEREFORE, BE IT RESOLVED THAT**, good cause appearing therefor, the Chair of the East Bay Regional Communications System Authority is authorized to execute the Amendment to the agreement with Thomas G. McCarthy, in form approved by EBRCSA General Counsel.

**PASSED, APPROVED AND ADOPTED** this 4th day of December, 2020, by the following  
vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**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 9.2.**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: December 4, 2020**

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

**FROM:** Sheriff G. Ahern, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Budget Adjustments Fiscal Year 2019/2020 and Fiscal Year 2020/2021  
Administrative Budgets

**RECOMMENDATIONS:**

Adopt a Resolution adopting and implementing adjustments to the Fiscal Year 2019/2020 and Fiscal Year 2020/2021 Administrative Budgets for the East Bay Regional Communications System Authority.

**SUMMARY/DISCUSSION:**

Chris Boyer, Alameda County Auditor's Office, has prepared FY 19/20 and FY 20/21 Budget Adjustments which were presented to the Finance and Operations Committees. The Committees discussed the proposed Budget Adjustments and recommended that the Board of Directors adopt a Resolution approving the proposed adjustments to the FY 19/20 and FY20/21 Administrative Budgets, as set forth in the Attachment A.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority adopt a Resolution Adopting and Implementing Adjustments to the Fiscal Year 2019/2020 and Fiscal Year 2020/2021 Administrative Budgets for the EBRCSA, as outlined in Attachment A.

Attachments:

“A” – Proposed FY 19/20 AND FY 20/21 Budget Adjustment

“B” -- Resolution FY 19/20 Adjustment

“C” – Resolution FY 20/21 Adjustment

3634050.1



# **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 9.2A.**

### **STAFF REPORT BOARD OF DIRECTORS MEETING DECEMBER 4, 2020**

#### **SUMMARY:**

Adjust the fiscal year 2019-20 budget for the following:

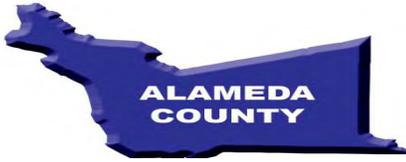
1. Increase HVAC maintenance budget due to unplanned repairs for leaking units and bearings that needed replacing.
2. Increase microwave maintenance budget due to an additional invoice received for annual inspection and preventative maintenance.
3. Increase utilities budget to account for utilities provided at various Alameda County radio sites.

Below is a summary of the proposed budget adjustments for FY2019-20:

<b>REVENUES</b>	
Operating Payments	\$ 31,000
Total	<u>31,000</u>
<b>EXPENSES</b>	
HVAC Maintenance	3,000
Microwave Maintenance	16,000
Utilities	<u>12,000</u>
Total	<u>\$ 31,000</u>

#### **RECOMMENDED ACTION:**

Staff recommends that the Committee approve the budget adjustment for fiscal year 2019-20.



**East Bay Regional  
Communications  
System Authority**



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**AMENDED BUDGET**  
**FISCAL YEAR 2019-20**

**Revenues**

Operating payments	\$ 6,400,000
Service payments	1,190,000
Grants	167,000
Interest	80,000
<b>Total revenues</b>	<b><u>7,837,000</u></b>

**Expenses**

Administration	414,000
Audit fees	20,000
Insurance	30,000
Lease	70,000
Legal	20,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,603,000
Security	11,000
Utilities	172,000
Website hosting	4,000
<b>Total operating expenses</b>	<b><u>4,384,000</u></b>
Capital	2,067,000
Debt service	650,000
<b>Total expenses</b>	<b><u>7,101,000</u></b>
<b>Net Income</b>	<b><u>\$ 736,000</u></b>

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM  
EXPENDITURE DETAIL  
FISCAL YEAR 2019-2020**

<b>OPERATING EXPENSES</b>	<b>FY19-20 Approved</b>	<b>FY19-20 Amendment #3</b>	<b>FY19-20 Amended</b>
Administration			
Executive director	\$ 225,000	\$ -	\$ 225,000
Administrative assistant	40,000	-	40,000
Planning	134,000	-	134,000
Travel	5,000	-	5,000
Miscellaneous	10,000	-	10,000
Audit fees	20,000	-	20,000
Insurance	30,000	-	30,000
Lease	70,000	-	70,000
Legal	20,000	-	20,000
Licenses and permits	30,000	-	30,000
Membership fees	10,000	-	10,000
Maintenance			
Service agreement	1,065,000	-	1,065,000
Software maintenance (SUA II)	962,000	-	962,000
Network administration	260,000	-	260,000
HVAC maintenance	20,000	3,000	23,000
Generator maintenance	57,000	-	57,000
ALCO general maintenance	600,000	-	600,000
COCO general maintenance	230,000	-	230,000
CSI telecommunications	200,000	-	200,000
Microwave maintenance	180,000	16,000	196,000
Miscellaneous	10,000	-	10,000
Security	11,000	-	11,000
Utilities	160,000	12,000	172,000
Website hosting	4,000	-	4,000
<b>Total expenses</b>	<b><u>4,353,000</u></b>	<b><u>31,000</u></b>	<b><u>4,384,000</u></b>
<b>CAPITAL EXPENDITURES</b>			
TDMA Upgrade	1,665,000	-	1,665,000
DC Power Upgrade	250,000	-	250,000
Dispatch Consoles	152,000	-	152,000
<b>Total expenditures</b>	<b><u>2,067,000</u></b>	<b><u>-</u></b>	<b><u>2,067,000</u></b>
<b>DEBT SERVICE</b>			
Principal	454,000	-	454,000
Interest	196,000	-	196,000
<b>Total expenses</b>	<b><u>\$ 650,000</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 650,000</u></b>

1. Motorola service agreement increased due to a new 4 year contract
2. Network administration contract increased
3. TDMA Upgrade Expense is the annual payment for the Change Order approved by the Board of Directors
4. 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 2019-2020

	FY18-19 Final Budget	FY18-19 Actual	FY19-20 Budget
<b>Operating Reserve</b>			
Beginning Balance	\$ 1,763,500	\$ 1,799,648	\$ 1,733,162
Operating Payments	5,900,000	5,006,740	6,400,000
Initial Payments	-	40,400	-
Interest	50,000	125,078	80,000
Operating Expenses	(4,038,000)	(3,466,323)	(4,384,000)
Transfer to Capital Reserve	(1,656,500)	(1,772,381)	(1,637,162)
<b>Ending Balance</b>	<b>2,019,000</b>	<b>1,733,162</b>	<b>2,192,000</b>
<b>Debt Service Reserve</b>			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,300,000	1,411,988	1,190,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(650,000)	(761,988)	(540,000)
<b>Ending Balance</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b>Capital Reserve</b>			
Beginning Balance	7,909,925	7,179,496	7,943,576
Grants	-	-	167,000
Transfer In	2,306,500	2,534,369	2,177,162
Capital	(1,915,000)	(1,770,289)	(2,067,000)
<b>Ending Balance</b>	<b>8,301,425</b>	<b>7,943,576</b>	<b>8,220,738</b>
<b>Total Reserve Balance</b>	<b>\$ 11,320,425</b>	<b>\$ 10,676,738</b>	<b>\$ 11,412,738</b>

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**

	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>
	<b>Actual</b>	<b>Budget</b>	<b>Forecast</b>								
<b>Operating Reserve</b>											
Balance - beginning	\$ 1,799,648	\$ 1,733,162	\$ 2,192,000	\$ 2,215,500	\$ 2,186,215	\$ 2,238,522	\$ 2,305,678	\$ 2,374,848	\$ 2,446,094	\$ 2,519,477	\$ 2,595,061
Receipts from members	5,172,218	6,480,000	6,638,000	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400
Payments to suppliers	(3,466,323)	(4,384,000)	(4,431,000)	(4,372,430)	(4,477,044)	(4,611,356)	(4,749,696)	(4,892,187)	(5,038,954)	(5,190,122)	(5,345,826)
Transfer to Capital Reserve	(1,772,381)	(1,637,162)	(2,183,500)	(2,312,255)	(2,126,049)	(1,976,888)	(1,836,534)	(1,691,968)	(1,543,063)	(1,389,694)	(1,231,722)
<b>Balance - ending</b>	<b>1,733,162</b>	<b>2,192,000</b>	<b>2,215,500</b>	<b>2,186,215</b>	<b>2,238,522</b>	<b>2,305,678</b>	<b>2,374,848</b>	<b>2,446,094</b>	<b>2,519,477</b>	<b>2,595,061</b>	<b>2,672,913</b>

<b>Debt Service Reserve</b>											
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	-	-
Service payment	1,411,988	1,190,000	1,232,000	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	-	-
Principal	(454,000)	(473,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-	-
Bond interest	(196,000)	(177,000)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-	-
Transfer to Capital Reserve	(761,988)	(540,000)	(582,000)	(572,248)	(572,248)	(572,248)	(572,248)	(572,248)	(1,572,248)	-	-
<b>Balance - ending</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>							

<b>Capital Reserve</b>											
Balance - beginning	7,179,496	7,943,576	8,220,738	8,919,238	9,888,741	10,672,038	11,306,174	13,464,956	15,479,172	18,344,482	19,484,176
Grants	-	167,000	-	-	-	-	-	-	-	-	-
Transfer in	2,534,369	2,177,162	2,765,500	2,884,503	2,698,297	2,549,136	2,408,782	2,264,216	3,115,311	1,389,694	1,231,722
Capital	(1,770,289)	(2,067,000)	(2,067,000)	(1,915,000)	(1,915,000)	(1,915,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)
<b>Balance - ending</b>	<b>7,943,576</b>	<b>8,220,738</b>	<b>8,919,238</b>	<b>9,888,741</b>	<b>10,672,038</b>	<b>11,306,174</b>	<b>13,464,956</b>	<b>15,479,172</b>	<b>18,344,482</b>	<b>19,484,176</b>	<b>20,465,898</b>

<b>TOTAL RESERVE BALANCE</b>	<b>\$ 10,676,738</b>	<b>\$ 11,412,738</b>	<b>\$ 12,134,738</b>	<b>\$ 13,074,956</b>	<b>\$ 13,910,560</b>	<b>\$ 14,611,852</b>	<b>\$ 16,839,804</b>	<b>\$ 18,925,265</b>	<b>\$ 20,863,959</b>	<b>\$ 22,079,237</b>	<b>\$ 23,138,811</b>
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**SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS**

Administration	\$ (234,499)	\$ (414,000)	\$ (414,000)	\$ (288,400)	\$ (297,052)	\$ (305,964)	\$ (315,143)	\$ (324,597)	\$ (334,335)	\$ (344,365)	\$ (354,696)
Audit fees	(2,260)	(20,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)
Insurance	(23,559)	(30,000)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)
Lease	(30,675)	(70,000)	(70,000)	(72,100)	(74,263)	(76,491)	(78,786)	(81,150)	(83,585)	(86,093)	(88,676)
Legal	(4,509)	(20,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)
Licenses and permits	(4,855)	(30,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,821)	(36,896)	(38,003)
Membership fees	(8,377)	(10,000)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)
Maintenance											
Customer svc. agmt.	(1,015,914)	(1,065,000)	(1,080,000)	(1,088,000)	(1,099,000)	(1,131,970)	(1,165,929)	(1,200,907)	(1,236,934)	(1,274,042)	(1,312,263)
SUA II	(938,445)	(962,000)	(974,000)	(980,000)	(1,009,400)	(1,039,682)	(1,070,872)	(1,102,998)	(1,136,088)	(1,170,171)	(1,205,276)
System management	(248,257)	(260,000)	(262,000)	(264,000)	(267,000)	(275,010)	(283,260)	(291,758)	(300,511)	(309,526)	(318,812)
HVAC	(20,194)	(23,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)
Generators	(36,315)	(57,000)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)
ALCO maintenance	(490,000)	(600,000)	(600,000)	(618,000)	(636,540)	(655,636)	(675,305)	(695,564)	(716,431)	(737,924)	(760,062)
COCO maintenance	(128,892)	(230,000)	(230,000)	(236,900)	(244,007)	(251,327)	(258,867)	(266,633)	(274,632)	(282,871)	(291,357)
CSI telecommunications	(60,200)	(200,000)	(200,000)	(206,000)	(212,180)	(218,545)	(225,101)	(231,854)	(238,810)	(245,974)	(253,353)
Microwave maintenance	(78,672)	(196,000)	(180,000)	(185,400)	(190,962)	(196,691)	(202,592)	(208,670)	(214,930)	(221,378)	(228,019)
Miscellaneous	(1,316)	(10,000)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,001)
Security	(10,198)	(11,000)	(12,000)	(12,360)	(12,731)	(13,113)	(13,506)	(13,911)	(14,328)	(14,758)	(15,201)
Utilities	(125,786)	(172,000)	(210,000)	(216,300)	(222,789)	(229,473)	(236,357)	(243,448)	(250,751)	(258,274)	(266,022)
Web site hosting	(3,400)	(4,000)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)
Payments to suppliers	<b>\$ (3,466,323)</b>	<b>\$ (4,384,000)</b>	<b>\$ (4,431,000)</b>	<b>\$ (4,372,430)</b>	<b>\$ (4,477,044)</b>	<b>\$ (4,611,356)</b>	<b>\$ (4,749,696)</b>	<b>\$ (4,892,187)</b>	<b>\$ (5,038,954)</b>	<b>\$ (5,190,122)</b>	<b>\$ (5,345,826)</b>



# **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 9.2A.**

### **STAFF REPORT BOARD OF DIRECTORS MEETING DECEMBER 4, 2020**

#### **SUMMARY:**

Adjust the fiscal year 2020-21 budget for the following:

1. Increase administration budget due to approved increase in the Executive Director compensation rate effective January 1, 2021.
2. Decrease capital budget due to MPLS upgrade and refinancing of TDMA upgrade.

Below is a summary of the proposed budget adjustments for FY2020-21:

<b>REVENUES</b>	
Operating Payments	\$ 18,000
Total	<u>18,000</u>
<b>EXPENSES</b>	
Administration	19,000
Capital	(1,000)
Total	<u>\$ 18,000</u>

Operating payment revenues were budgeted in excess of appropriations for expenses for the fiscal year. After the current budget amendment, budgeted revenues in excess of budgeted expenses total \$704,000. Actual revenues in excess of expenditures will be applied to reserves in accordance with the Authority's reserve policies.

#### **RECOMMENDED ACTION:**

Staff recommends that the Board approve the budget adjustment for fiscal year 2020-21.



# **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 2020-21**

### **Revenues**

Operating payments	\$ 6,450,000
Service payments	1,232,000
Interest	188,000
<b>Total revenues</b>	<b><u>7,870,000</u></b>

### **Expenses**

Administration	433,000
Audit fees	20,000
Insurance	40,000
Lease	70,000
Legal	20,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,601,000
Security	12,000
Utilities	210,000
Website hosting	4,000
<b>Total operating expenses</b>	<b><u>4,450,000</u></b>
Capital	2,066,000
Debt Service	650,000
<b>Total expenses</b>	<b><u>7,166,000</u></b>
<b>Net Income</b>	<b><u>\$ 704,000</u></b>

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM  
EXPENDITURE DETAIL  
FISCAL YEAR 2020-2021**

<b>OPERATING EXPENSES</b>	<b>FY20-21 Approved</b>	<b>FY20-21 Amendment #1</b>	<b>FY20-21 Amended</b>
Administration			
Executive director	\$ 225,000	\$ 19,000	\$ 244,000
Administrative assistant	40,000	-	40,000
Planning	134,000	-	134,000
Travel	5,000	-	5,000
Miscellaneous	10,000	-	10,000
Audit fees	20,000	-	20,000
Insurance	40,000	-	40,000
Lease	70,000	-	70,000
Legal	20,000	-	20,000
Licenses and permits	30,000	-	30,000
Membership fees	10,000	-	10,000
Maintenance			
Service agreement	1,080,000	-	1,080,000
Software maintenance (SUA II)	974,000	-	974,000
Network administration	262,000	-	262,000
HVAC maintenance	20,000	-	20,000
Generator maintenance	40,000	-	40,000
ALCO general maintenance	600,000	-	600,000
COCO general maintenance	230,000	-	230,000
CSI telecommunications	200,000	-	200,000
Microwave maintenance	180,000	-	180,000
Miscellaneous	15,000	-	15,000
Security	12,000	-	12,000
Utilities	210,000	-	210,000
Website hosting	4,000	-	4,000
<b>Total expenses</b>	<b><u>4,431,000</u></b>	<b><u>19,000</u></b>	<b><u>4,450,000</u></b>
<b>CAPITAL EXPENDITURES</b>			
TDMA and MPLS Upgrades	1,665,000	(1,000)	1,664,000
DC Power Upgrade	250,000	-	250,000
Dispatch Consoles	152,000	-	152,000
<b>Total expenditures</b>	<b><u>2,067,000</u></b>	<b><u>(1,000)</u></b>	<b><u>2,066,000</u></b>
<b>DEBT SERVICE</b>			
Principal	492,000	-	492,000
Interest	158,000	-	158,000
<b>Total expenses</b>	<b><u>\$ 650,000</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 650,000</u></b>

1. Motorola service agreement increased due to a new 4 year contract
2. Network administration contract increased
3. TDMA Upgrade Expense is the annual payment for the Change Order approved by the Board of Directors
4. 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 2020-2021

	FY19-20 Final Budget	FY19-20 Actual	FY20-21 Budget
<b>Operating Reserve</b>			
Beginning Balance	\$ 1,733,162	\$ 1,733,162	\$ 2,012,311
Operating Payments	6,400,000	6,097,330	6,450,000
Initial Payments	-	4,400	-
Interest	80,000	191,428	188,000
Operating Expenses	(4,384,000)	(4,024,621)	(4,450,000)
Transfer to Capital Reserve	(1,637,162)	(1,989,389)	(1,975,311)
<b>Ending Balance</b>	<b><u>2,192,000</u></b>	<b><u>2,012,311</u></b>	<b><u>2,225,000</u></b>
<b>Debt Service Reserve</b>			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,190,000	1,123,988	1,232,000
Debt Service	(650,000)	(648,024)	(650,000)
Transfer to Capital Reserve	(540,000)	(475,964)	(582,000)
<b>Ending Balance</b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>
<b>Capital Reserve</b>			
Beginning Balance	7,943,576	7,943,576	8,588,225
Grants	167,000	142,778	-
Transfer In	2,177,162	2,465,353	2,557,311
Capital	(2,067,000)	(1,963,482)	(2,066,000)
<b>Ending Balance</b>	<b><u>8,220,738</u></b>	<b><u>8,588,225</u></b>	<b><u>9,079,535</u></b>
<b>Total Reserve Balance</b>	<b><u>\$ 11,412,738</u></b>	<b><u>\$ 11,600,535</u></b>	<b><u>\$ 12,304,535</u></b>

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**

	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>FY 2029-30</b>
	<b>Actual</b>	<b>Budget</b>	<b>Forecast</b>								
<b>Operating Reserve</b>											
Balance - beginning	\$ 1,733,162	\$ 2,012,311	\$ 2,225,000	\$ 2,196,000	\$ 2,248,601	\$ 2,316,059	\$ 2,385,540	\$ 2,457,107	\$ 2,530,821	\$ 2,606,745	\$ 2,684,948
Receipts from members	6,293,158	6,638,000	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400
Payments to suppliers	(4,024,621)	(4,450,000)	(4,392,000)	(4,497,201)	(4,632,117)	(4,771,080)	(4,914,213)	(5,061,641)	(5,213,490)	(5,369,895)	(5,530,992)
Transfer to Capital Reserve	(1,989,389)	(1,975,311)	(2,292,400)	(2,105,599)	(1,955,825)	(1,814,839)	(1,669,621)	(1,520,045)	(1,365,986)	(1,207,303)	(1,043,860)
<b>Balance - ending</b>	<b>2,012,311</b>	<b>2,225,000</b>	<b>2,196,000</b>	<b>2,248,601</b>	<b>2,316,059</b>	<b>2,385,540</b>	<b>2,457,107</b>	<b>2,530,821</b>	<b>2,606,745</b>	<b>2,684,948</b>	<b>2,765,496</b>

<b>Debt Service Reserve</b>											
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	-	-	-
Service payment	1,123,988	1,232,000	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	-	-	-
Principal	(473,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-	-	-
Bond interest	(175,024)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-	-	-
Transfer to Capital Reserve	(475,964)	(582,000)	(572,248)	(572,248)	(572,248)	(572,248)	(572,248)	(1,572,248)	-	-	-
<b>Balance - ending</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>						

<b>Capital Reserve</b>											
Balance - beginning	7,943,576	8,588,225	9,079,535	10,031,153	10,795,970	11,411,013	11,885,069	12,213,908	13,393,171	12,846,126	13,803,429
Grants	142,778	-	-	-	-	-	-	-	-	-	-
Transfer In	2,465,353	2,557,311	2,864,648	2,677,847	2,528,073	2,387,087	2,241,869	3,092,293	1,365,986	1,207,303	1,043,860
Capital	(1,963,482)	(2,066,000)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(250,000)	(250,000)
<b>Balance - ending</b>	<b>8,588,225</b>	<b>9,079,535</b>	<b>10,031,153</b>	<b>10,795,970</b>	<b>11,411,013</b>	<b>11,885,069</b>	<b>12,213,908</b>	<b>13,393,171</b>	<b>12,846,126</b>	<b>13,803,429</b>	<b>14,597,288</b>

<b>TOTAL RESERVE BALANCE</b>	<b>\$ 11,600,535</b>	<b>\$ 12,304,535</b>	<b>\$ 13,227,153</b>	<b>\$ 14,044,570</b>	<b>\$ 14,727,071</b>	<b>\$ 15,270,609</b>	<b>\$ 15,671,014</b>	<b>\$ 15,923,991</b>	<b>\$ 15,452,871</b>	<b>\$ 16,488,376</b>	<b>\$ 17,362,784</b>
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<b>SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS</b>											
Administration	\$ (240,143)	\$ (433,000)	\$ (307,970)	\$ (317,209)	\$ (326,725)	\$ (336,527)	\$ (346,623)	\$ (357,022)	\$ (367,733)	\$ (378,765)	\$ (390,128)
Audit fees	(10,657)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Insurance	(25,902)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)	(52,191)
Lease	(68,364)	(70,000)	(72,100)	(74,263)	(76,491)	(78,786)	(81,150)	(83,585)	(86,093)	(88,676)	(91,336)
Legal	(9,661)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Licenses and permits	(3,264)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,821)	(36,896)	(38,003)	(39,143)
Membership fees	(8,446)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)	(13,048)
<b>Maintenance</b>											
Customer svc. agmt.	(1,064,291)	(1,080,000)	(1,088,000)	(1,099,000)	(1,131,970)	(1,165,929)	(1,200,907)	(1,236,934)	(1,274,042)	(1,312,263)	(1,351,631)
SUA II	(957,763)	(974,000)	(980,000)	(1,009,400)	(1,039,682)	(1,070,872)	(1,102,998)	(1,136,088)	(1,170,171)	(1,205,276)	(1,241,434)
System management	(303,877)	(262,000)	(264,000)	(267,000)	(275,010)	(283,260)	(291,758)	(300,511)	(309,526)	(318,812)	(328,376)
HVAC	(22,914)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Generators	(46,338)	(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)	(760,062)	(782,864)
COCO maintenance	(193,180)	(230,000)	(236,900)	(244,007)	(251,327)	(258,867)	(266,633)	(274,632)	(282,871)	(291,357)	(300,098)
CSI telecommunications	(79,174)	(200,000)	(206,000)	(212,180)	(218,545)	(225,101)	(231,854)	(238,810)	(245,974)	(253,353)	(260,954)
Microwave maintenance	(195,089)	(180,000)	(185,400)	(190,962)	(196,691)	(202,592)	(208,670)	(214,930)	(221,378)	(228,019)	(234,860)
Miscellaneous	(9,444)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,001)	(19,571)
Security	(10,697)	(12,000)	(12,360)	(12,731)	(13,113)	(13,506)	(13,911)	(14,328)	(14,758)	(15,201)	(15,657)
Utilities	(171,734)	(210,000)	(216,300)	(222,789)	(229,473)	(236,357)	(243,448)	(250,751)	(258,274)	(266,022)	(274,003)
Web site hosting	(3,683)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)	(5,219)
<b>Payments to suppliers</b>	<b>\$ (4,024,621)</b>	<b>\$ (4,450,000)</b>	<b>\$ (4,392,000)</b>	<b>\$ (4,497,201)</b>	<b>\$ (4,632,117)</b>	<b>\$ (4,771,080)</b>	<b>\$ (4,914,213)</b>	<b>\$ (5,061,641)</b>	<b>\$ (5,213,490)</b>	<b>\$ (5,369,895)</b>	<b>\$ (5,530,992)</b>

**RESOLUTION NO. 20 – XX**

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

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**ADOPTING AND IMPLEMENTING AN ADJUSTMENT TO ADMINISTRATIVE BUDGET  
FOR FISCAL YEAR 2019/2020**

**WHEREAS**, on May 10, 2019, the East Bay Communications System Authority (“EBRCSA”) Board of Directors adopted the Fiscal Year 2019/2020 Administrative Budget for the EBRCSA; and

**WHEREAS**, the EBRCSA Finance Committee and Operations Committee have identified additional items requiring the establishment of a change in line items for the increase in cost for HVAC Maintenance, Microwave Maintenance and Utilities performed on the EBRCSA system in the accompanying Agenda Statement incorporated herein by reference, and have recommended that the EBRCSA Board of Directors so adjust the Fiscal Year 2019/2020 Administrative Budget; and

**WHEREAS**, the EBRCSA Board of Directors Finance Committee has identified an increase to the FY 2019/2020 budget; and

**WHEREAS**, the EBRCSA Board of Directors has reviewed and considered the proposed budget adjustment, has reviewed EBRCSA’s current revenues and expenses, 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 a budget adjustment to the Fiscal Year 2019/2020 Administrative Budget for the EBRCSA by increasing the line items for HVAC Maintenance, Microwave Maintenance and Utilities regarding the EBRCSA system, and authorizes the Executive Director to implement such change to the Fiscal Year 2019/2020 Administrative Budget.

On motion of XX, seconded by XX, the foregoing Resolution was passed and adopted this 4th day of December 2020, by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:**

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Caroline Soto, Secretary

**RESOLUTION NO. 20 – XX**

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

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**ADOPTING AND IMPLEMENTING AN ADJUSTMENT TO ADMINISTRATIVE BUDGET  
FOR FISCAL YEAR 2020/2021**

**WHEREAS**, on June 19, 2020, the East Bay Communications System Authority (“EBRCSA”) Board of Directors adopted the Fiscal Year 2020/2021 Administrative Budget for the EBRCSA; and

**WHEREAS**, the EBRCSA Finance Committee and Operations Committee have identified additional items requiring the establishment of a change in line item for the increase in cost of Utilities performed on the EBRCSA system in the accompanying Agenda Statement incorporated herein by reference, and have recommended that the EBRCSA Board of Directors so adjust the Fiscal Year 2020/2021 Administrative Budget; and

**WHEREAS**, the EBRCSA Board of Directors Finance Committee has identified an increase to the FY 2020/2021 budget; and

**WHEREAS**, the EBRCSA Board of Directors has reviewed and considered the proposed budget adjustment, has reviewed EBRCSA’s current revenues and expenses, 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 a budget adjustment to the Fiscal Year 2020/2021 Administrative Budget for the EBRCSA by increasing the line item for Utilities regarding the EBRCSA system, and authorizes the Executive Director to implement such change to the Fiscal Year 2020/2021 Administrative Budget.

On motion of XX, seconded by XX, the foregoing Resolution was passed and adopted this 4th day of December 2020, by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:**

---

Caroline 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 9.3.**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: December 4, 2020**

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

**FROM:** Sheriff G. Ahern, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Adopt a Resolution Approving Change Order Number [33] Authorizing Replacement and Upgrade of the East Bay Regional Communications System Authority's Obsolete Microwave Network from T-1 Circuits to Ethernet and Adding Multi-Protocol Label Switching (MPLS) Routing Protocol and Approving a Lease Agreement #24974.

**RECOMMENDATIONS:**

Adopt a Resolution:

1. Approving Change Order Number 33 to the Communications System Agreement (CSA) with Motorola Solutions, Inc. (Motorola) to replace and upgrade the East Bay Regional Communications System Authority's (EBRCSA) obsolete Microwave Network from T-1 Circuits to Ethernet and adding Multi-Protocol Label Switching (MPLS) routing protocol (Ethernet/MPLS Transition); and
2. Approving Proposed Lease Agreement #24974 with Motorola to Refinance the Existing Debt from EBRCSA's Transition to Phase II from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA) (collectively TDMA Project) pursuant to Lease Agreement #24267 and Finance the Costs Associated with Approval of the Change Order Number 33 over the Course of Six (6) Years Commencing on December 1, 2021.

**SUMMARY/DISCUSSION:**

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

Public Safety Networks are transitioning the Land Mobile Radio (LMR) from TDM/T1 circuit-based networking to Internet Protocol or “IP” - based Ethernet/MPLS networks. EBRCSA’s Motorola ASTRO25 Radio network currently transports or “backhauls” its radio traffic over T-1 Circuits. The proposed Ethernet/MPLS Transition is expected to be completed in 24 to 27 months. EBRCSA’s next scheduled system upgrade is has scheduled to take place in the first quarter of 2022. As a result, the Board’s approval of Change Order Number 33 is required at this time in order to complete the Ethernet/MPLS Transition prior to the next system upgrade. The proposed Ethernet/MPLS Transition has been anticipated for many years and it has been recommended by both County Communications Departments and EBRCSA’s independent engineering firm, CSI Telecommunications.

#### I. EXISTING CONTRACT AND LEASE WITH MOTOROLA

EBRCSA entered into CSA with Motorola Solutions Inc. (“Motorola”) on July 07, 2009, extended on July 6, 2012, extended again on July 6, 2017 and June 12, 2020 through July 6, 2023. Section 3.4 of the CSA allows EBRCSA to purchase additional goods and services, but requires Change Orders in excess of \$25,000 to be approved by the Board of Directors. The Ethernet/MPLS Transition requires Board approval of Change Order Number 33 because the associated costs are \$8,575,759.

Pursuant to the CSA, the Board approved Change Order #27 which authorized entering into Lease Agreement #24267 to finance the TDMA Project over the course of five (5) years. Motorola submitted the Proposal attached hereto as Attachment D to enter into Lease Agreement #24974 to finance the existing debt under Lease Agreement #24267 and the increased costs related to Change Order Number 33.

#### II. NEED FOR TRANSITION TO ETHERNET/MPLS

The EBRCSA LMR system is currently supported by a Motorola ten (10) year System Update Agreement II (SUA II) with a term ending in July 2023. The SUA II provides for substantial system updates and upgrades once every two years, resulting in EBRCSA’s radio system being up-to-date and optimized with current software, hardware and security.

Approval of the Change Order Number 33 is necessary to keep the LMR system current and prepared for the next SUA II upgrade. In particular, no further system security or optimization upgrades can be implemented until the Ethernet/MPLS migration is complete. The most recent LMR system upgrade took place in February 2020 and the next upgrade is scheduled to take place by the first quarter of 2022.

EBRCSA’s backhaul network was built utilizing existing T-1 circuit switched microwave communications provided by Member Agencies and a microwave purchase in 2004 via the Super Urban Area Security Initiative Grant (Microwave System). Although the Microwave System has operated well, the age and the remaining life expectancy of some of its equipment is approximately 5 years.

The Ethernet/MPLS Transition is complex partly because it must be performed on EBRCSA’s live public safety system which cannot be taken offline during the transition. The

Ethernet/MPLS Transition requires a contractor with extensive experience integrating Aviat microwave radios on a Motorola public safety radio system as well as implementing MPLS routing on complex LMR networks. The contractor must also have detailed knowledge of EBRCSA's systems, with established ability to coordinate all activities and subcontractors ensuring there is no service interruption.

The Change Order Number 33 would authorize Motorola to transition EBRCSA's T-1 circuits to Ethernet by replacing the Authority's obsolete Aviat TRU point microwave radio, which includes equipment that is 20 years old, with the latest ECLIPSE microwave radios.

Likewise, the Change Order Number 33 would allow Motorola to add integrated MPLS routing protocol tailored specifically to private Ethernet networks such as the Authority's. MPLS optimizes and ensures delivery of priority communications, additional network security and next generation Layer 3 services which state and local governments are implementing. MPLS improves network resiliency exponentially over T-1 loop technology.

### III. OPERATIONS AND FINANCE COMMITTEES RECOMMENDATIONS

On September 29, 2020, the Operations Committee considered the Change Order Number 33 allowing the Ethernet/MPLS Transition and Lease Agreement #24974. At the meeting, the Operations Committee recommended approval of the Change Order Number 33 and Lease Agreement #24974.

On November 6, 2020 the proposal was also presented to the Finance Committee and it agreed with the Operations Committee recommendation to approve the Change Order Number 33 and Lease Agreement #24974.

#### **FISCAL IMPACT:**

As set forth in the table below, the original cost of the TDMA Project approved by the Board in 2018 pursuant to Lease Agreement #24267 was \$7,900,000 to be paid over the course of five (5) years at an annual interest rate of 1.77%.

The Authority has duly made annual payments to Motorola pursuant to Lease Agreement #24267 and the current principal amount owed is \$3,242,200. The proposed cost of Change Order Number 33 is \$8,575,759 to be financed over the course of six (6) years at an annual interest rate of 1.77%.

Lease Agreement #24974 would finance the remaining \$3,242,200 due under Lease Agreement #24267 and add the cost of Change Order Number 33 for a combined total of \$11,817,950.00 to be paid over the course of six (6) years at an interest rate of 1.77% with the first payment due on December 1, 2021 and the last payment due on December 1, 2027 as more fully described in the table below. Approval of the increased cost for the Change Order Number 33 will not require the Authority to increase to Member Fees.

An Administrative Budget adjustment is also not required to fund approval of Change Order Number 33. Instead, those costs will be included as part of the Fiscal Year 2021/2022 Budget because, as

stated above, the first payment due under the Lease #24974 is December 1, 2021. Change Order Number 33 costs have also been included in the 10 Year Cash Flow Projection per Attachment E.

New Project: \$ 8,575,759.00  
 Refinance: \$ 3,242,200.00  
**TOTAL \$ 11,817,959.00**

Compound Period: Annual  
 Nominal Annual Rate: 1.77% \*\*\*  
 CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/15/2020	11,817,959.00	1		
2 Payment	12/1/2021	1,663,030.00	2	Annual	12/1/2022
3 Payment	12/1/2023	1,871,240.00	5	Annual	12/1/2027

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/15/2020				11,817,959.00
1	12/1/2021	1,663,030.00	203,948.61	1,459,081.39	10,358,877.61
2	12/1/2022	1,663,030.00	183,352.30	1,479,677.70	8,879,199.91
3	12/1/2023	1,871,240.00	157,161.98	1,714,078.02	7,165,121.89
4	12/1/2024	1,871,240.00	126,822.77	1,744,417.23	5,420,704.66
5	12/1/2025	1,871,240.00	95,946.56	1,775,293.44	3,645,411.22
6	12/1/2026	1,871,240.00	64,523.84	1,806,716.16	1,838,695.06
7	12/1/2027	1,871,240.00	32,544.94	1,838,695.06	0.00
Grand Totals		12,682,260.00	864,301.00	11,817,959.00	

**RECOMMENDED ACTION:**

For all the foregoing reasons, it is recommended that the Board of Directors of the East Bay Regional Communications System Authority adopt the Resolutions set forth in Attachments A and B hereto Approving Change Order Number 33 and Lease Agreement #24974. If the Board concurs and agree authorize its Chair to execute the change and authorize its Executive Director to take such further action as may be necessary and appropriate to implement Change Order Number 33.

Attachments:

“A” – Resolution Approving Change Order Number 33

- Exhibit A - Change Order Number 33

“B” – Resolution Approving Lease Agreement #24974

- Exhibit A - Lease Agreement #24974

“C” – Motorola Equipment Lease Purchase Agreement #24267

“D” - Motorola Proposal

“E” – 10 Year Cash Flow Projection

3635203.1

**RESOLUTION NO. 20-\_\_**

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

\*\*\*\*\*

**RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE AND THE  
EXECUTIVE DIRECTOR TO IMPLEMENT CONTRACT CHANGE ORDER  
#33 WITH MOTOROLA SOLUTIONS, INC. TO TRANSITION THE EBRCSA  
MICROWAVE NETWORK FROM T-1 CIRCUITS TO ETHERNET AND  
ADDING MULTI-PROTOCOL LABEL SWITCHING (MPLS)**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) has contracted with Motorola Solutions, Inc. (“Motorola”) 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”) through approval of the Communications System Agreement (“CSA”); and

**WHEREAS**, Public Safety Networks are transitioning the Land Mobile Radio (“LMR”) from TDM/T-1 circuit-based networking to Internet Protocol or “IP”- based Ethernet/MPLS networks; and

**WHEREAS**, EBRCSA’s Motorola ASTRO25 Radio network currently transports or “backhauls” its radio traffic over T-1 Circuits and was built utilizing existing T-1 circuit switched microwave communications provided by Member Agencies and a microwave purchase in 2004 via the Super Urban Area Security Initiative Grant (“Microwave System”). Although the Microwave System has operated well, the age and the remaining life expectancy of some of the its equipment is approximately 5 years; and

**WHEREAS**, EBRCSA’s LMR system is currently supported by a Motorola ten (10) year System Update Agreement II (“SUA II”) with a term ending in July 2023. The SUA II provides for substantial system updates and upgrades once every two years, resulting in EBRCSA’s radio system being up-to-date and optimized with current software, hardware and security; and

**WHEREAS**, no further system security or optimization upgrades can be implemented until the Ethernet/MPLS migration is complete. The most recent LMR system upgrade took place in February 2020 and the next upgrade is scheduled to take place by the first quarter of 2022; and

**WHEREAS**, Motorola has provided a proposal for the Ethernet/MPLS migration, with a project total cost of \$8,575,759 which pricing is valid through December 10, 2020 (“Ethernet/MPLS Transition”); and

**WHEREAS**, the Ethernet/MPLS Transition is expected to be completed in 24 to 27 months; and

**WHEREAS**, Motorola has offered to refinance EBRCSA's existing debt under Lease Agreement #24267 (\$3,242,200) relating to financing of the prior TDMA upgrade pursuant to Change Order #27 and finance the debt for the Ethernet/MPLS Transition, with the first payment under due December 1, 2021 in Lease Agreement #24974; and

**WHEREAS**, funding will be available for Lease Agreement #24974 payments pursuant to the Fiscal Year 2021/2022 budget; and

**WHEREAS**, the Operations and Finance Committees have reviewed the Motorola proposal and recommend that EBRCSA proceed with Motorola Change Order Number 33 to implement the Ethernet/MPLS Transition, and good cause appears therefor.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors of the East Bay Regional Communications System Authority does hereby (1) approve Change Order Number 33 attached hereto as Exhibit A to implement the Ethernet/MPLS Transition; (2) authorize its Chair to execute such change order; and (3) authorize its Executive Director to take such further action as may be necessary and appropriate to implement such change order.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 4th day of December, 2020, by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:** \_\_\_\_\_  
Caroline Soto, Secretary

**Change Order No.** 33

**Date:** 12/4/2020

**Project Name:** EBRCS P25 Project

**Customer Name:** East Bay Regional Communications System Authority (EBRCSA)

**Customer Project Mgr:** Tom McCarthy, Executive Director

**The purpose of this Change Order is to:** (highlight the key reasons for this Change Order)

Upgrade the existing microwave network to support Ethernet communications and MPLS. This backhaul upgrade will enable the system to support the next system upgrade under the System Upgrade Agreement (SUA).

**Contract #** 09-12030/BKP

**Contract Date:** 7/7/09

In accordance with the terms and conditions of the contract identified above between EBRCSA and Motorola Solutions, Inc., the following changes are approved:

**Contract Price Adjustments**

Original Contract Value:	\$ 414,344.78
Previous Change Order amounts for Change Order numbers <input style="width: 40px; text-align: center;" type="text" value="1"/> through <input style="width: 40px; text-align: center;" type="text" value="32"/>	\$ 46,461,010.04
This Change Order:	\$ 8,575,759.00
New Contract Value:	\$ 55,451,113.82

Original Completion Date:	3/30/2010
Current Completion Date prior to this Change Order:	12/30/2022
New Completion Date:	12/31/2023

**Changes in Equipment:** *(additions, deletions or modifications)*  
Please see attached proposal "EBRCS Microwave Upgrade And MPLS Implementation - Dated 11/2/2019"

**Changes in Services:** *(additions, deletions or modifications)*  
Please see attached proposal "EBRCS Microwave Upgrade And MPLS Implementation - Dated 11/2/2019"

<b>Schedule Changes:</b> <i>(describe change or N/A)</i>
Project Schedule will be extended to 12/31/2023.

<b>Pricing Changes:</b> <i>(describe change or N/A)</i>
Equipment and Services totaling \$8,575,759 including estimated taxes are being added to the contract.

<b>Customer Responsibilities:</b> <i>(describe change or N/A)</i>
Approve and Sign Change Order 33 and Lease Financing Agreement.

<b>Payment Schedule for this Change Order:</b> <i>(describe new payment terms applicable to <u>this</u> change order)</i>
This Change Order is being financed through a lease. The remainder of an existing lease for the TDMA upgrade will be consolidated into this new lease.

**Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.**

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EBRCSA**

By: \_\_\_\_\_

Printed Name: Greg J. Ahern

Title: Board Chair

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
                   Motorola Solutions Project Manager

**RESOLUTION NO. 20-\_\_**

**A RESOLUTION OF THE  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (“EBRCSA”)  
AUTHORIZING THE CHAIR TO EXECUTE AND THE EXECUTIVE DIRECTOR TO  
IMPLEMENT LEASE AGREEMENT #24974 WITH THE MOTOROLA SOLUTIONS,  
INC. TO REFINANCE EXISTING DEBT UNDER LEASE AGREEMENT #24267 AND  
FINANCE COSTS ASSOCIATED WITH CHANGE ORDER NUMBER [33]**

**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 (the “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 (the “System”); and

**WHEREAS**, the EBRCSA has contracted with Motorola Solutions, Inc. (“Motorola”) 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”) through approval of the Communications System Agreement (“CSA”); and

**WHEREAS**, Public Safety Networks are transitioning the Land Mobile Radio (“LMR”) from TDM/T-1 circuit-based networking to Internet Protocol or “IP”- based Ethernet/MPLS networks; and

**WHEREAS**, EBRCSA’s Motorola ASTRO25 Radio network currently transports or “backhauls” its radio traffic over T-1 Circuits and was built utilizing existing T-1 circuit switched microwave communications provided by Member Agencies and a microwave purchase in 2004 via the Super Urban Area Security Initiative Grant (“Microwave System”). Although the Microwave System has operated well, the age and the remaining life expectancy of some of the its equipment is approximately 5 years; and

**WHEREAS**, EBRCSA’s LMR system is currently supported by a Motorola ten (10) year System Update Agreement II (“SUA II”) with a term ending in July 2023. The SUA II provides for substantial system updates and upgrades once every two years, resulting in EBRCSA’s radio system being up-to-date and optimized with current software, hardware and security; and

**WHEREAS**, no further system security or optimization upgrades can be implemented until the Ethernet/MPLS migration is complete. The most recent LMR system upgrade took place in February 2020 and the next upgrade is scheduled to take place by the first quarter of 2022; and

**WHEREAS**, Motorola has provided a proposal for the Ethernet/MPLS migration, with a project total cost of \$8,575,759 which pricing is valid through December 10, 2020 (“Ethernet/MPLS Transition”); and

**WHEREAS**, the Ethernet/MPLS Transition is expected to be completed in 24 to 27 months; and

**WHEREAS**, Motorola has offered to refinance EBRCSA's existing debt under Lease Agreement #24267 (\$3,242,200) relating to financing of the prior TDMA upgrade pursuant to Change Order #27 and finance the debt for the Ethernet/MPLS Transition, with the first payment under due December 1, 2021 in Lease Agreement #24974; and

**WHEREAS**, funding will be available for Lease Agreement #24974 payments pursuant to the Fiscal Year 2021/2022 budget; and

**WHEREAS**, EBRCSA has approved Change Order Number [33] to implement the Ethernet/MPLS Transition; and

**WHEREAS**, the Executive Director recommends the approval of Lease Agreement #24974 and, based on review of the Lease terms as discussed in the accompanying staff report and oral report, and as set forth in the Lease agreements attached to the accompanying staff report, together with all public comment received, good cause appears therefor.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors of the East Bay Regional Communications System Authority has determined that: (1) a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Agreement #24974; (2) that Lease Agreement #24974, substantially in the form attached hereto as Exhibit A, is in the best interests of the East Bay Regional Communications System Authority for the acquisition of such Equipment or other personal property; (3) hereby approves the entering into of the Lease Agreement #24974 and hereby designates and authorizes its Chair to execute, and its Executive Director to implement to execute and deliver the Lease Agreement #24974 on East Bay Regional Communications System Authority's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement #24974; and (4) the signatures in Lease Agreement #24974 from the designated individuals for the Board of Directors of the East Bay Regional Communications System Authority evidence the adoption by the Board of Directors of this Resolution.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 4<sup>th</sup> day of December, 2020, by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:** \_\_\_\_\_  
Caroline Soto, Secretary

3635559.1



November 18, 2020

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24974 are valid for contracts that are executed and returned on or before **December 10, 2020**. After **12/10/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC  
Attn: Paul Mecaskey / 44<sup>th</sup> Floor  
500 W. Monroe  
Chicago, IL 60661

***To help expedite the order process & given the Covid-19 crisis, I can work off a scanned copy with the originals to follow. Please scan prior to mailing & keep a copy for your records.***

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Paul Mecaskey

# LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

2. Lessee County Location: \_\_\_\_\_

\_\_\_\_\_

3. Federal Tax I.D. Number \_\_\_\_\_

\_\_\_\_\_

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: \_\_\_\_\_

5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

## Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

7. Payment remit to address:

**Motorola Solutions Credit Company LLC  
P.O. Box 71132  
Chicago IL 60694-1132**

Thank you

# EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 24974**

**LESSEE:**

**EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY**  
4985 Broder Boulevard  
Dublin, CA 94568

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is

operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the

Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its

selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling,

leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments

hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as “Original”, regardless of whether Lessee’s execution or delivery of said counterpart is done manually or electronically.

**\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 15th day of December, 2020.

**LESSEE:**  
EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY, an entity duly organized and existing under the laws of the **State of California**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24974**, between EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY , hereto this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

(Signature of Secretary/Clerk)

**SEAL**

## OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24974 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

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Attorney for EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                      24974  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24974** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refinance of Lease #24267 plus new Equipment (please refer to attached equipment list for new Equipment detail).
<b>Equipment Location: CA</b>	

**Initial Term: 84 Months                      Commencement Date:      12/15/2020  
First Payment Due Date:      12/1/2021**

**Seven (7) consecutive annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

## Schedule B (Lease #24974)

New Project:	\$ 8,575,759.00				
Refinance:	\$ 3,242,200.00				
<b>TOTAL</b>	<b>\$ 11,817,959.00</b>				
Compound Period:		Annual			
Nominal Annual Rate:		1.770%			
CASH FLOW DATA					
Event	Date	Amount	Number	Period	End Date
1 Loan	12/15/2020	11,817,959.00	1		
2 Payment	12/1/2021	1,663,030.00	2	Annual	12/1/2022
3 Payment	12/1/2023	1,871,240.00	5	Annual	12/1/2027
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year					
Date	Payment	Interest	Principal	Balance	
Loan 12/15/2020				11,817,959.00	
1 12/1/2021	1,663,030.00	203,948.61	1,459,081.39	10,358,877.61	
2 12/1/2022	1,663,030.00	183,352.30	1,479,677.70	8,879,199.91	
3 12/1/2023	1,871,240.00	157,161.98	1,714,078.02	7,165,121.89	
4 12/1/2024	1,871,240.00	126,822.77	1,744,417.23	5,420,704.66	
5 12/1/2025	1,871,240.00	95,946.56	1,775,293.44	3,645,411.22	
6 12/1/2026	1,871,240.00	64,523.84	1,806,716.16	1,838,695.06	
7 12/1/2027	1,871,240.00	32,544.94	1,838,695.06	0.00	
Grand Totals	12,682,260.00	864,301.00	11,817,959.00		

INITIAL INSURANCE REQUIREMENT: \$11,817,959.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$11,562,765.00 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.33%. Such issue price and yield will be stated in the applicable Form 8038-G.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24974** to that Equipment Lease Purchase Agreement number **24974** will be maintained by **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24974**, **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**, hereby certifies that following coverage are or will be in full force and effect:

<b>Type</b>	<b>Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Policy Number</b>
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

**Description:** All Equipment listed on Schedule A number 24974 to that Equipment Lease Purchase Agreement number 24974. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24974 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
500 W Monroe  
Chicago, IL 60661

**If self insured, contact Motorola representative for template of self insurance letter.**

**STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24974)**

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?
  
- 2.** Why is the equipment essential to the operation of **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY** ?

- 3.** Does the equipment replace existing equipment?

If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? \_\_\_\_\_

Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: \_\_\_\_\_

- What fiscal year(s) is expected to be funded via general revenues: \_\_\_\_\_

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): \_\_\_\_\_

## **Bank Qualified Statement (Lease# 24974)**

LESSEE CERTIFIES THAT IT **HAS NOT**

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

**CERTIFIED LESSEE RESOLUTION (Lease# 24974)**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



# **USE NEW IRS 8038-G pdf TEMPLATE**

## 1.5 EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	<b>IRU600v4</b>		
Microwave	<b>6GHz</b>		
Microwave	IRU600v4 RFSEC ASSY NP, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AMT-000-410000	6
Microwave	IRU600v4 RFSEC ASSY NP, IF TR EHP U6 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AEU-000-410000	4
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AMT-AM0-410000	2
Microwave	IRU600v4 RFSEC ASSY MHSB/SD TX SWITCH, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps * spur Sunol Ridge - Carroll Drive 30MHz 256Q 180Mbps	EV207-AMT-AM0-410000	5
Microwave	<b>11GHz</b>		
Microwave	IRU600v4 RFSEC ASSY NP, IF TR SP-HP 10.5-11 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AMC-000-410000	36
Microwave	IRU600v4 RFSEC ASSY NP, IF TR EHP 11 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AEB-000-410000	6
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR SP-HP 10.5-11 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AMC-AM0-410000	31
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR EHP 11 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AEB-AE0-410000	3
Microwave	<b>ODU600v2</b>		
Microwave	ODU 600v2, 11 GHZ, PLANNING PART NUMBER * in loop: 30MHz, 256Q, 180Mbps * in spur: 10MHz, 64Q, 45Mbps	M-ECH-11	20
Microwave	Coupler Assy ODU 600v2 , 10/11 GHz Unequal 6 dB, V and H Pole	086-523300-116	8
Microwave	WTM 4100/4200 ODU600v2 10/11 GHz Waveguide Transition Kit, WR 90 waveguide, UDR 100 flange	179-530500-011	12
Microwave	Remote Mount Bracket Assembly ODU600v2	179-530502-001	24
Microwave	ECLIPSE POLE MOUNT FOR USE WITH SINGLE ODU OR PROTECTION COUPLER (RM99/DE)	086-000000-101	
Microwave	<b>IRU600v4 WAVEGUIDE EXT KIT</b>		
Microwave	<b>6GHz</b>		
Microwave	WG EXT KIT IRU600 V3 6GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-AA101	3
Microwave	WG EXT KIT IRU600 V3 6GHZ SH1-PO1, 1+0/MHSB 2 ANT, MHSB/SD	179-530135-AA103	5

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	WG EXT KIT IRU600 V3 6GHZ SH2-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-BB201	6
Microwave	WG EXT KIT IRU600 V3 6GHZ SH3-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC301	2
Microwave	WG EXT KIT IRU600 V3 6GHZ SH4-PO4, 1+0/MHSB 2 ANT, MHSB/SD	179-530135-DD403	3
Microwave	<b>11GHz</b>		
Microwave	WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-AA121	43
Microwave	WG EXT KIT IRU600 V3 11GHZ SH2-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-BB221	23
Microwave	WG EXT KIT IRU600 V3 11GHZ SH3-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC321	9
Microwave	WG EXT KIT IRU600 V3 11GHZ SH4-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-DD321	2
Microwave	<b>WAVEGUIDE EXT BRACKET KIT</b>		
Microwave	EXT BRKT KIT IRU600 2 SHELF	179-530089-001	18
Microwave	EXT BRKT KIT IRU600 3 SHELF	179-530089-002	9
Microwave	EXT BRKT KIT IRU600 4 SHELF	179-530089-003	6
Microwave	CUSTOM WAVEGUIDE KIT COMPLEXITY 1	WGKIT-1000	43
Microwave	<b>INUe</b>		
Microwave	ECLIPSE, INTELLIGENT NODE UNIT 2RU, INC IDCE, FAN, NCCV2, HIGH OUTPUT	EXX-000-204	113
Microwave	KIT BRACKET 2RU	179-530064-001	113
Microwave	NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	113
Microwave	<b>RAC</b>		
Microwave	RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	155
Microwave	<b>DAC OC-3</b>		
Microwave	DAC 1550M, 1XSTM1/OC3 MUXED TO 63E1/84DS1, SM OPTICAL, S-1.1, SR, 15KM OR LESS	EXD-156-001	163
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 3M/9.8FT	LOC-203-3500-003/3MIL	74
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 5M/16.4FT	LOC-203-3500-005/3MI	21
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 10M/32.8FT	LOC-203-3500-010/3MI	8
Microwave	<b>DAC DS1</b>		
Microwave	NETWORK CONVERGENCE MODULE (NCM)	EXD-400-002	60
Microwave	ECLIPSE, DAC 16XE1/DS1 V3, PROTECTABLE	EXD-161-002	142
Microwave	2x HDR-E50 TO Y JOIN TO 24AWG FREE END 3.5M	037-579408-003	144
Microwave	2x HDR-E50 TO Y JOIN TO 24AWG FREE END 15.5M	037-579408-015	2
Microwave	<b>DAC ETHERNET</b>		
Microwave	DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	162
Microwave	CABLE PROT / BRIDGEING GE3, DIRECT FIT, 500mm	037-579461-500	77
Microwave	XCVR ELECTRICAL SFP, GE3 ONLY, W/LOS 3V3 COM	083-845434-001	158
Microwave	ETHERNET CABLE, RJ45 CAT 5/CAT 5e, 2m (6.5')	037-579124-002	104
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,5 M LONG	037-579125-002	28

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,15 M LONG	037-579126-002	6
Microwave	GIG ETH SFP, OPT SMF 1310nm LC 1000BASE-LX, <10 KM	079-422656-001	156
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 10M/32.8FT	LOC-203-3500-010/3MI	156
Microwave	<b>ALARM CARD</b>		
Microwave	AUX, ALARM I/O CARD	EXA-001	54
Microwave	CABLE, ALARM I/O HD15 TO WIREWRAP, 15M	037-579470-015	54
Microwave	<b>Software Licenses</b>		
Microwave	IRU600 600 High power option 1 x RFU	EZF-61	9
Microwave	IRU600 600 Nodal High power option 2 x RFU	EZF-62	4
Microwave	ODU 600 High power option 1 x ODU	EZF-51	1
Microwave	ODU 600 Nodal High power option 2 x ODU	EZF-52	1
Microwave	NODE SW LICENSE, 400 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08006	5
Microwave	NODE SW LICENSE, 200 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08004	48
Microwave	NODE SW LICENSE, 100 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08002	2
Microwave	50 Mbps Node radio capacity License	EZE-08001	59
Microwave	NCM LOOP SWITCH License to support up to 50E1/63T1 TDM circuits	EZF-14	33
Microwave	LAYER 1 LINK AGGREGATION NODAL ON DAC GE / DAC GE3	EZF-01	79
Microwave	CIRCUIT BREAKER 15 AMP SNAPAK	PWR-000052-TRM	226
Microwave	SIPQ-CABLES - All Equipment interconnections	SIPQ-CABLES	47
Microwave	<b>SPARES</b>		
Microwave	<b>IRU600v4</b>		
Microwave	RFU, MP, IRU600v4 IF TR, 5.8-L6-U6 GHz, 5725-7125 MHz	ERM-ATT-400	2
Microwave	RFU, MP, IRU600v4 IF TR, 10.5-11 GHz, 10500-11700 MHz	ERM-ACC-400	2
Microwave	RFU, EHP, IRU600v4 IF TR, L6 GHz, 5925-6425 MHz	ERE-AL6-400	
Microwave	RFU, EHP, IRU600v4 IF TR, U6 GHz, 6400-7125 MHz	ERE-AU6-400	2
Microwave	RFU, EHP, IRU600v4 IF TR, 11 GHz, 10700-11700 MHz	ERE-ABB-400	2
Microwave	FAN TRAY KIT, IRU600v4 (2 Fan Trays per Kit)	179-531050-001	2
Microwave	<b>ODU600v2</b>		
Microwave	ODU 600v2, 11 GHZ, PLANNING PART NUMBER	M-ECH-11	4
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	4
Microwave	<b>INUe</b>		
Microwave	INUe, 2RU FAN CARD EXTENDED LIFE	EXF-102	2
Microwave	Air Filter Assembly INUe	131-501768-001	2
Microwave	ECLIPSE, NODE CONTROLLER CARD, SERIAL MGMT V2	EXN-004	2
Microwave	NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	2
Microwave	RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	2



SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	DAC 1550M, 1XSTM1/OC3 MUXED TO 63E1/84DS1, SM OPTICAL, S-1.1, SR, 15KM OR LESS	EXD-156-001	2
Microwave	NETWORK CONVERGENCE MODULE (NCM)	EXD-400-002	2
Microwave	ECLIPSE, DAC 16XE1/DS1 V3, PROTECTABLE	EXD-161-002	2
Microwave	DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	2
Microwave	AUX, ALARM I/O CARD	EXA-001	2
Microwave	<b>JACKFIELDS</b>		
Microwave	JACKFIELD, FIXED, DSX-1, 56 CIRCUITS, 4 RU, 19 INCHES OR 23 INCHES WIDTH, FRONT WIREWRAP X-CONN, REAR WIREWRAP, BLACK, -48VDC INPUT (010-0156-0601)	TEL-010-0156-0601	39
Microwave	JACKFIELD, FIXED, DSX-1, 32 CIRCUITS, 2 RU, 19 INCHES OR 23 INCHES WIDTH, FRONT WIREWRAP X-CONN, REAR WIREWRAP, BLACK, -48VDC INPUT	TEL-010-0132-0101	23
Microwave	CIRCUIT BREAKER 1 AMP SNAPAK	PWR-000046-TRM	62
Microwave	<b>RACK &amp; ACCESSORIES</b>		
Microwave	RACK ASSY CRATED, 7' CHATSWORTH ALUMINUM, 1 BREAKER PNL W/10 BLANK COVERS AND NO BREAKERS	179-530307-0113	50
Microwave	RACK ASSY CRATED, 8' CHATSWORTH ALUMINUM, 1 BREAKER PNL W/10 BLANK COVERS AND NO BREAKERS	179-530307-0115	2
Microwave	Installation Kit, Aluminum Rack, Concrete Floor	179-530119-001	52
Microwave	GROUND BAR, KIT, RACK, R56 COMPLIANT, 72 INCHES L X 5/8 INCHES WIDE X 1/4 INCHES DEPTH	LOC-TRGBVKIT145872W	52
Microwave	CHANNEL MOUNTING, FORWARD, U-SHAPE, 4 INCHES LONG (FORWARD) X 5/8 INCHES WIDE X 1.75 INCHES HIGH (1 RU)	020-018475-005	156
Microwave	6A/6B POS., +/-48-24VDC, W/O BRKRS, 19"	PWR-000070-TRM	8
Microwave	STANDARD DC AND GND KIT	179-530118-001	8
Microwave	CIRCUIT BREAKER 3 AMP SNAPAK	PWR-000048-TRM	4
Microwave	ETHERNET CABLE, RJ45 CAT 5/CAT 5e, 2m (6.5')	037-579124-002	2
Microwave	ETHERNET CABLE, CAT5/CAT5E, RJ-45, 5 M LONG	037-579125-002	2
Microwave	ETHERNET CABLE, CAT5/CAT5E, RJ-45, 15 M LONG	037-579126-002	2
Microwave	<b>FLEXTWIST, WAVEGUIDE, ACCESSORIES</b>		
Microwave	<b>For ODU600v2 Remote-Mount reusing existing antenna</b>		
Microwave	WR90ODU-KIT (ONE KIT REMOTE MOUNT)	AND-WR90ODU-KIT	7
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 50M(164FT) CNT400 CCAL TYPE	037-579311-050	4
Microwave	CABLE, ODU, 9913 WITH CONN.GROUND KIT, 100M(328FT) CNT400 TYPE	037-579311-100	
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 150M(492FT) CNT400 CCAL TYPE	037-579311-150	6
Microwave	LIGHTNING ARRESTOR KIT, UNIVERSAL, 50 OHM, TYPE N, MALE TO FEMALE * This arrestor is supplied with a 1M long ground cable and	179-530062-002	10



SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
	a 2 hole termination lug		
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	103
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	103
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	103
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	163
Microwave	LMR-400 STANDARD BLK UV RATED	WEB-LMR-400	2200
Microwave	CONNECTOR KIT N TYPE M&F 400 TYPE CABLE	179-530057-001	16
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	8
Microwave	UNIVERSAL COAXIAL GROUNDING KIT	086-523257-001	24
Microwave	GROUND CONDUCTOR TOWER TERMINATION	023-380000-001	24
Microwave	WEATHERPROOFING KIT	011-390001-001	8
Microwave	HOISTGRIP, FOR 3/8IN CNT-400 CBL	AND-C2SGRIP	8
Microwave	THREAD ROD SUPPORT 12IN (305MM) LONG, KIT OF 5	AND-31771-4	19
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	73
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	73
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	73
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	140
Microwave	<b>For ODU600v2 Remote Mount - replace 10GHz to 11 GHz</b>		
Microwave	WR90ODU-KIT (ONE KIT REMOTE MOUNT)	AND-WR90ODU-KIT	6
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 50M(164FT) CNT400 CCAL TYPE	037-579311-050	10
Microwave	LIGHTNING ARRESTOR KIT, UNIVERSAL, 50 OHM, TYPE N, MALE TO FEMALE	179-530062-002	10
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	55
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	55
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	55
Microwave	WAVEGUIDE CUSHION HANGER, KITS, LMR-400 3/8" FLEX, 2-HOLE (BAG OF 5 KITS)	VLT-SRLR42-K	33
Microwave	LMR-400 STANDARD BLK UV RATED	WEB-LMR-400	1600
Microwave	CONNECTOR KIT N TYPE M&F 400 TYPE CABLE	179-530057-001	12
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	6
Microwave	UNIVERSAL COAXIAL GROUNDING KIT	086-523257-001	18
Microwave	GROUND CONDUCTOR TOWER TERMINATION	023-380000-001	18
Microwave	WEATHERPROOFING KIT	011-390001-001	6
Microwave	HOISTGRIP, FOR 3/8IN CNT-400 CBL	AND-C2SGRIP	6



SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	THREAD ROD SUPPORT 12IN (305MM) LONG, KIT OF 5	AND-31771-4	6
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	52
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	52
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	52
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	104
Microwave	<b>Changing 10GHz to 11GHz Materials</b>		
Microwave	<b>Antennas</b>		
Microwave	ANTENNA, 11 GHZ, 1.0 M (3FT), VALULINE, HPLP, REMOTE MOUNT, PARABOLIC (STD: WHITE), 10.1-11.7 GHZ, RADOME (STD: WHITE), CPR90G, SINGLE POLARIZED, CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 200 KMPH 1.0 m   3 ft ValuLine® High Performance Low Profile Antenna, single-polarized, 10.125–11.700 GHz, CPR90G flange, white antenna, composite broadband grey radome without flash, standard pack—one-piece reflector	AND-VHLP3-11W-6WH	18
Microwave	LEG MOUNT, UP TO 6 FEET ANTENNA DIAMETER, UP TO 8 INCHES DEPTH DIAMETER LEG, WITH WAVEGUIDE EQUIPMENT PROTECTION SHIELD KIT	179-530147-001	17
Microwave	<b>Waveguide &amp; Accessories</b>		
Microwave	ELLIPTICAL WAVEGUIDE STANDARD, 10.2-11.7 GHZ, BLACK PE JACKET, PER FOOT	AND-EW90-F	1470
Microwave	EW90INSTALL-KIT (ONE KIT PER WAVEGUIDE RUN)	AND-EW90INSTALL-KIT	12
Microwave	HARDWARE-KIT (ONE KIT PER 100FT)	AND-HARDWARE-KIT	16
Microwave	WG CUSHION EW-90 1 HOLE (Bag of 5 Kits)	VLT-SREW90-K	99
Microwave	ENTRY BOOT, 4" CABLE BOOT ASSEMBLY FOR EW90, 1-HOLE	020-500001-001	12
Microwave	<b>PROVISION NMS MANAGEMENT</b>		
Microwave	Provision INM Complete Single Server - Hardware and Software Configured INCLUDES: * PV-INM-GPS7118 PROVISION INM REMOTE INSTALLATION SERVICE - ONE PER INM SERVER * PV-INM-278-0182 PROVISION INM SERVER HARDWARE - SR6.0 SINGLE SERVER W12 HP DL380 G8 Rack Mountable 2RU 2-way, 12GB RAM, 6x146GB & 3x300GB HDDs, WS2012 R2 STD * PV-INM-SYBASE PROVISION INM SYBASE SOFTWARE * PV-INM-ADAPTERS PROVISION INM ADAPTERS	PV-INM-SERVER-001	1
Microwave	KVM SWITCH, 8-PORT NETDIRECTOR 1U RACKMOUNT CONSOLE KVM SWITCH W/17" LCD	LOC-B020-008-17	2
Microwave	MOUNTING BRACKET, 2-POST RACK MOUNT BRACKET FOR 614-100137-001 KVM CONSOLE	614-100137-002	1

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
MPLS	<b>NOKIA MPLS EQUIPMENT</b>		
MPLS	<b>Small MPLS Routers</b>		
MPLS	SAR-8 SHELF V2	DSMW3HE06791AA	42
MPLS	CONTROL SWITCH MODULE V2 (CSMV2) 48	DSMW3HE02774AB	84
MPLS	SAR RELEASE 9.0 BASIC OS LICENSE	DSMW3HE02784MA	42
MPLS	FAN MODULE (SAR-8 SHELF V2) EXT TEM	DSMW3HE06792EA	42
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	84
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	168
MPLS	<b>Large MPLS Routers</b>		
MPLS	SAR-18 SHELF	DSMW3HE04991AA	5
MPLS	CONTROL SWITCH MODULE FOR SAR-18	DSMW3HE04992AA	10
MPLS	SAR-18 RELEASE 9.0 BASIC OS LICEN	DSMW3HE05574HA	5
MPLS	FAN MODULE FOR SAR-18	DSMW3HE04993AA	5
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	20
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	40
MPLS	BREAKER, 10 AMP	DSSP4KHAM10B1A	120
MPLS	<b>Spares</b>		
MPLS	SAR-8 SHELF V2	DSMW3HE06791AA	4
MPLS	CONTROL SWITCH MODULE V2 (CSMV2) 48	DSMW3HE02774AB	8
MPLS	SAR RELEASE 9.0 BASIC OS LICENSE	DSMW3HE02784MA	4
MPLS	FAN MODULE (SAR-8 SHELF V2) EXT TEM	DSMW3HE06792EA	4
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	8
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	16
MPLS	SAR-18 SHELF	DSMW3HE04991AA	2
MPLS	CONTROL SWITCH MODULE FOR SAR-18	DSMW3HE04992AA	4
MPLS	SAR-18 RELEASE 9.0 BASIC OS LICEN	DSMW3HE05574HA	2
MPLS	FAN MODULE FOR SAR-18	DSMW3HE04993AA	2
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	8
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	16
MPLS	<b>NMS</b>		
MPLS	FORTINET FIREWALL APPLIANCE	T8586	2
MPLS	2930F 24-PORT SWITCH	CLN1868	2



November 29, 2017

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24267 are valid for contracts that are executed and returned on or before **December 20, 2017**. After **12/20/17**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward *an original set* of the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Paul Mecaskey / 44<sup>th</sup> Floor  
500 W. Monroe  
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Paul Mecaskey

# LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY  
4985 Broder Blvd.  
Dublin, CA 94568  
Attention: Tom McCarthy, Executive Director  
Phone: (510) 225-5930
2. Lessee County Location: Alameda County
3. Federal Tax I.D. Number 94-5000501
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: Change Order # 27
5. Equipment description that you would like to appear on your invoicing: TDMA Upgrade

## Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Tom McCarthy, Executive Director  
4985 Broder Blvd.  
Dublin, CA 94568  
E-mail: tmccarthy@acgov.org  
Phone: (510) 225-5930  
Fax:
7. Payment remit to address: **Motorola Solutions Credit Company LLC**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you

## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 24267**

**LESSEE:**

**EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY**  
4985 Broder Boulevard  
Dublin, CA 94568

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v)

exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 5<sup>th</sup> day of December, 2017.

**LESSEE:**  
EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

**LESSOR:**  
MOTOROLA SOLUTIONS, INC.

By: Gregory J. Ahearn

By: [Signature]

Print Name: Gregory J. Ahearn

Title: Chair

Title: Asst. Treasurer

**CERTIFICATE OF INCUMBENCY**

I, Caroline P. Soto do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY , an entity duly organized and existing under the laws of the State of California, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24267**, between EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY , hereto this

5<sup>th</sup> day of December, 2017.

By: Caroline P. Soto

(Signature of Secretary/Clerk)

**SEAL**

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24267 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.



Attorney for EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

**CERTIFIED LESSEE RESOLUTION (Lease# 24267)**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on or before the execution date of the Lease, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    24267  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24267** ("Lease"), between **MOTOROLA SOLUTIONS INC.** ("Lessor") and **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY** ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location: CA</b>	

**Initial Term: 60 Months**

**Commencement Date: 12/29/2017**

**First Payment Due Date: 12/1/2018**

**Five (5) consecutive annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.



SECTION 3

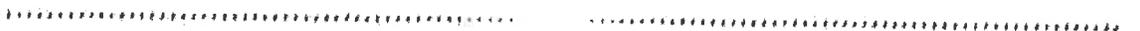
# EQUIPMENT LIST

Below is the Equipment List for the EBRCS TDMA Upgrade project.

Location	Equipment	Qty	Part Number	Description
Master	Master	1	SQM01SUM0273	MASTER SITE CONFIGURATION
Master	Master	1	CA02629AC	ADD: EXPAND 7.17 M CORE
Master	Master	1	CA02920AB	ADD: DYNAMIC TRANSCODER M3
Master	Master	12	UA00222AA	ADD: TRANSCODED SIMULTANEOUS CALLS (QTY 5)
Master	Master	1	UA00158AA	ADD: PHASE 2 TDMA TRKG OP ZONE LIC
Master	Master	33	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
Master	Master	33	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC
COCO W	COCO W	45	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
COCO W	COCO W	45	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO C	COCO C	88	UA00161AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO C	COCO C	88	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO E	COCO E	27	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
COCO E	COCO E	27	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCO E	ALCO E	44	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCO E	ALCO E	44	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCOSW	ALCOSW	77	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCOSW	ALCOSW	77	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCONW	ALCONW	68	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCONW	ALCONW	68	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
MCDF	MCDF	4	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MCDF	MCDF	4	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
Crane	Crane	5	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
Crane	Crane	5	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO W	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO W	GTR8000	50	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO W	GTR8000	50	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO W	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO W	GTR8000	10	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO C	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO C	GTR8000	96	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO C	GTR8000	96	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO C	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO C	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO C	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES



Location	Equipment	Qty	Part Number	Description
COCO C	KREGOR	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
COCO C	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	KREGOR	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
COCO C	HIGHLAND	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	HIGHLAND	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
COCO C	HIGHLAND	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	HIGHLAND	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
COCO E	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO E	GTR8000	30	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO E	GTR8000	30	CA01966AA	G-SERIES SOFTWARE UPGRADE
COCO E	GCM8000	1	T7140	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO E	GCM8000	10	CA01910AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO E	KREGOR	1	T7614	G-SERIES SOFTWARE UPGRADE
COCO E	KREGOR	1	CA01916AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO E	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES
COCO E	KREGOR	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCO E	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCO E	GTR8000	48	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCO E	GTR8000	48	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCO E	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCO E	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCOSW	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCOSW	GTR8000	84	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCOSW	GTR8000	84	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCOSW	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCOSW	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCOSW	WRM SPRNGS	1	T7614	G-SERIES HARDWARE UPGRADES
ALCOSW	WRM SPRNGS	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
ALCOSW	WRM SPRNGS	1	T7614	G-SERIES HARDWARE UPGRADES
ALCOSW	WRM SPRNGS	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCONW	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCONW	GTR8000	72	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCONW	GTR8000	72	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCONW	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCONW	GCM8000	18	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES
ALCONW	SKYLINE	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES





Location	Equipment	Qty	Part Number	Description
ALCONW	SKYLINE	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES
ALCONW	SKYLINE	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
CRANE	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
CRANE	GTR8000	6	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
CRANE	GTR8000	6	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
MCDF	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
MCDF	GTR8000	5	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
MCDF	GTR8000	5	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
Master	AIS	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
Master	AIS	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Master	AIS	1	T7885	MCAFFEE WINDOWS AV CLIENT
Master	AIS	1	B1933	MOTOROLA VOICE PROCESSOR MODULE
Master	AIS	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
Master	AIS	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
Master	AIS	1	CA00182AB	ADD: AES ALGORITHM
Master	AIS	1	CA00245AA	ADD: ADP ALGORITHM
Master	AIS	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
Master	AIS	2	DS2POST4UKIT	4U 2 POST CONVERSION KIT
Master	AIS	1	DS12086719	CHATSWORTH 19W INCH ADJUSTABLE TIE-DOWN TOWER BRACKET-BLACK
Master	AIS	1	DDN9748	19 INCH BLACK SHELF
Master	AIS	1	DDN7532	SNMP MANAGEMENT APPLICATION
Master	LOG_REC	1	TT2669	120 SIMUL CALL MCC 7500 IP RECORDER
Master	LOG_REC	1	DDN2147	SPARES TO SUPPORT MCC 7500 IP LOGGER DL360 G9 SERVER
Master	LOG_REC	1	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 8 PORTS, CABLES
Master	LOG_REC	6	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS



Lessee: EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

## Schedule B (Lease #24267)

Compound Period: Annual  
Nominal Annual Rate: 1.770%

### CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/29/2017	7,900,000.00	1		
2 Payment	12/1/2018	1,663,030.00	5	Annual	12/1/2022

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 12/29/2017				7,900,000.00
2017 Totals	0.00	0.00	0.00	
1 12/1/2018	1,663,030.00	130,897.59	1,532,132.41	6,367,867.59
2018 Totals	1,663,030.00	130,897.59	1,532,132.41	
2 12/1/2019	1,663,030.00	112,712.26	1,550,317.74	4,817,549.85
2019 Totals	1,663,030.00	112,712.26	1,550,317.74	
3 12/1/2020	1,663,030.00	85,271.39	1,577,758.61	3,239,791.24
2020 Totals	1,663,030.00	85,271.39	1,577,758.61	
4 12/1/2021	1,663,030.00	57,344.82	1,605,685.18	1,634,106.06
2021 Totals	1,663,030.00	57,344.82	1,605,685.18	
5 12/1/2022	1,663,030.00	28,923.94	1,634,106.06	0.00
2022 Totals	1,663,030.00	28,923.94	1,634,106.06	
Grand Totals	8,315,150.00	415,150.00	7,900,000.00	

INITIAL INSURANCE REQUIREMENT: \$7,900,000.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

#### ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$7,579,477.00 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.24%. Such issue price and yield will be stated in the applicable Form 8038-G.

## Bank Qualified Statement (Lease# 24267)

LESSEE CERTIFIES THAT IT (circle one) **HAS** or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

**STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24267)**

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

**1.** What is the specific use of the equipment?

To Enhance the radio communications for EBRCSA Customers.

**2.** Why is the equipment essential to the operation of **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY** ?

To ensure we have adequate spectrum to suit the needs of current and future subscribers.

**3.** Does the equipment replace existing equipment? No

If so, why is the replacement being made?

**4.** Is there a specific cost justification for the new equipment? Yes

If yes, please attach outline of justification. See attached staff report

**5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? Funding from cost to be a subscriber

**General Fund**

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? See Attached Staff Report

**Combination of Federal Grant funding supplemented by General Revenues**

- What fiscal year(s) is expected to be funded via federal grants: N/A

- What fiscal year(s) is expected to be funded via general revenues: 2018 through 2023

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): \_\_\_\_\_



# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24267

Lease Schedule A No. : 24267

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24267. See Schedule A for a detailed Equipment List.

LESSEE:

EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

to complete  
after  
delivery



November 29, 2017

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24267 are valid for contracts that are executed and returned on or before **December 20, 2017**. After **12/20/17**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward *an original set* of the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Paul Mecaskey / 44<sup>th</sup> Floor  
500 W. Monroe  
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Paul Mecaskey



## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 24267**

**LESSEE:**

**EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY**  
4985 Broder Boulevard  
Dublin, CA 94568

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v)

exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 5<sup>th</sup> day of December, 2017.

**LESSEE:**  
EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

**LESSOR:**  
MOTOROLA SOLUTIONS, INC.

By: Gregory J. Ahern

By: [Signature]

Print Name: Gregory J. Ahern

Title: Chair

Title: Asst. Treasurer

**CERTIFICATE OF INCUMBENCY**

I, Caroline P. Soto do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY , an entity duly organized and existing under the laws of the State of California, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24267, between EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY , hereto this

5<sup>th</sup> day of December, 2017.

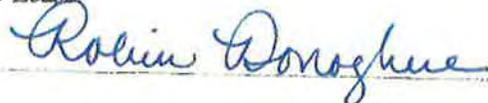
By: Caroline P. Soto

(Signature of Secretary/Clerk)

SEAL

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24267 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.



Attorney for EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

**CERTIFIED LESSEE RESOLUTION (Lease# 24267)**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on or before the execution date of the Lease, the following resolution was introduced and adopted. BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    24267  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24267** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location:</b> CA	

**Initial Term: 60 Months**

**Commencement Date: 12/29/2017**

**First Payment Due Date: 12/1/2018**

**Five (5) consecutive annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.



SECTION 3

# EQUIPMENT LIST

Below is the Equipment List for the EBRCS TDMA Upgrade project.

Location	Equipment	Qty	Part Number	Description
Master	Master	1	SQM01SUM0273	MASTER SITE CONFIGURATION
Master	Master	1	CA02629AC	ADD: EXPAND 7.17 M CORE
Master	Master	1	CA02920AB	ADD: DYNAMIC TRANSCODER M3
Master	Master	12	UA00222AA	ADD: TRANSCODED SIMULTANEOUS CALLS (QTY 5)
Master	Master	1	UA00158AA	ADD: PHASE 2 TDMA TRKG OP ZONE LIC
Master	Master	33	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
Master	Master	33	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC
COCO W	COCO W	45	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
COCO W	COCO W	45	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO C	COCO C	88	UA00161AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO C	COCO C	88	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO E	COCO E	27	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
COCO E	COCO E	27	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCO E	ALCO E	44	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCO E	ALCO E	44	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCOSW	ALCOSW	77	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCOSW	ALCOSW	77	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCONW	ALCONW	68	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCONW	ALCONW	68	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
MCDF	MCDF	4	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MCDF	MCDF	4	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
Crane	Crane	5	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
Crane	Crane	5	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO W	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO W	GTR8000	50	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO W	GTR8000	50	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO W	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO W	GTR8000	10	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO C	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO C	GTR8000	96	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO C	GTR8000	96	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO C	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO C	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO C	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES



Location	Equipment	Qty	Part Number	Description
COCO C	KREGOR	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
COCO C	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	KREGOR	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
COCO C	HIGHLAND	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	HIGHLAND	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
COCO C	HIGHLAND	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	HIGHLAND	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
COCO E	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO E	GTR8000	30	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO E	GTR8000	30	CA01966AA	G-SERIES SOFTWARE UPGRADE
COCO E	GCM8000	1	T7140	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO E	GCM8000	10	CA01910AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO E	KREGOR	1	T7614	G-SERIES SOFTWARE UPGRADE
COCO E	KREGOR	1	CA01916AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO E	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES
COCO E	KREGOR	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCO E	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCO E	GTR8000	48	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCO E	GTR8000	48	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCO E	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCO E	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCOSW	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCOSW	GTR8000	84	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCOSW	GTR8000	84	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCOSW	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCOSW	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCOSW	WRM SPRNGS	1	T7614	G-SERIES HARDWARE UPGRADES
ALCOSW	WRM SPRNGS	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
ALCOSW	WRM SPRNGS	1	T7614	G-SERIES HARDWARE UPGRADES
ALCOSW	WRM SPRNGS	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCONW	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCONW	GTR8000	72	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCONW	GTR8000	72	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCONW	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCONW	GCM8000	18	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES
ALCONW	SKYLINE	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES





Location	Equipment	Qty	Part Number	Description
ALCONW	SKYLINE	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES
ALCONW	SKYLINE	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
CRANE	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
CRANE	GTR8000	6	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
CRANE	GTR8000	6	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
MCDF	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
MCDF	GTR8000	5	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
MCDF	GTR8000	5	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
Master	AIS	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
Master	AIS	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Master	AIS	1	T7885	MCAFFEE WINDOWS AV CLIENT
Master	AIS	1	B1933	MOTOROLA VOICE PROCESSOR MODULE
Master	AIS	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
Master	AIS	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
Master	AIS	1	CA00182AB	ADD: AES ALGORITHM
Master	AIS	1	CA00245AA	ADD: ADP ALGORITHM
Master	AIS	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
Master	AIS	2	DS2POST4UKIT	4U 2 POST CONVERSION KIT
Master	AIS	1	DS12086719	CHATSWORTH 19W INCH ADJUSTABLE TIE-DOWN TOWER BRACKET-BLACK
Master	AIS	1	DDN9748	19 INCH BLACK SHELF
Master	AIS	1	DDN7532	SNMP MANAGEMENT APPLICATION
Master	LOG_REC	1	TT2669	120 SIMUL CALL MCC 7500 IP RECORDER
Master	LOG_REC	1	DDN2147	SPARES TO SUPPORT MCC 7500 IP LOGGER DL360 G9 SERVER
Master	LOG_REC	1	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 8 PORTS, CABLES
Master	LOG_REC	6	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (8) 15A NEMA 5-15 OUTLETS



Lessee: EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

## Schedule B (Lease #24267)

Compound Period: Annual

Nominal Annual Rate: 1.770%

### CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/29/2017	7,900,000.00	1		
2 Payment	12/1/2018	1,663,030.00	5	Annual	12/1/2022

### AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/29/2017				7,900,000.00
2017 Totals		0.00	0.00	0.00	
1	12/1/2018	1,663,030.00	130,897.59	1,532,132.41	6,367,867.59
2018 Totals		1,663,030.00	130,897.59	1,532,132.41	
2	12/1/2019	1,663,030.00	112,712.26	1,550,317.74	4,817,549.85
2019 Totals		1,663,030.00	112,712.26	1,550,317.74	
3	12/1/2020	1,663,030.00	85,271.39	1,577,758.61	3,239,791.24
2020 Totals		1,663,030.00	85,271.39	1,577,758.61	
4	12/1/2021	1,663,030.00	57,344.82	1,605,685.18	1,634,106.06
2021 Totals		1,663,030.00	57,344.82	1,605,685.18	
5	12/1/2022	1,663,030.00	28,923.94	1,634,106.06	0.00
2022 Totals		1,663,030.00	28,923.94	1,634,106.06	
Grand Totals		8,315,150.00	415,150.00	7,900,000.00	

INITIAL INSURANCE REQUIREMENT: \$7,900,000.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

#### ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$7,579,477.00 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.24%. Such issue price and yield will be stated in the applicable Form 8038-G.

## Bank Qualified Statement (Lease# 24267)

LESSEE CERTIFIES THAT IT (circle one) **HAS** or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24267** to that Equipment Lease Purchase Agreement number **24267** will be maintained by **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Special District Risk Management Authority

\_\_\_\_\_  
Name of insurance provider

1112 'I' Street Suite 300

\_\_\_\_\_  
Address of insurance provider

Sacramento, California 95814

\_\_\_\_\_  
City, State and Zip Code

800-537-7790

\_\_\_\_\_  
Phone number of local insurance provider

www.sdrma.org

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24267**, **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	SEE ATTACHED			
Property Damage				
Public Liability				

**Certificate shall include the following:**

**Description:** All Equipment listed on Schedule A number 24267 to that Equipment Lease Purchase Agreement number 24267. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24267 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
500 W Monroe  
Chicago, IL 60661

**If self insured, contact Motorola representative for template of self insurance letter.**

**NON-MEMBER'S CERTIFICATE OF COVERAGE**

Issue Date  
7/1/2017

**Provider** Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org



**Member** East Bay Regional Communications System Authority  
4985 Broder Boulevard  
Dublin, California 94568

Member Number: 7496

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<b>Auto Liability</b> Auto Bodily Injury Auto Property Damage	LCA-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence \$1,000,000 \$1,000,000
<b>General Liability</b> Bodily Injury Property Damage	LCA-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence \$1,000,000 \$1,000,000

Alameda County Waste Management Authority, its officers, directors, partners, employees, agents, contractors and/or subcontractors are named as additional covered parties with respect to the agreement for use of facilities to install and operate a Communications Repeater.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 7/1/2017	Expiration Date 7/1/2018	Certificate Type: <input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee <input type="checkbox"/> Evidence of Coverage
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**Certificate Holder**  
Alameda County Waste Management Authority  
Attn: Brian Mathews  
1537 Webster Street  
Oakland, CA 94612

Gregory S. Hall Chief Executive Officer



1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141 or 800.537.7790 \*F 916.231.4111

Maximizing Protection. Minimizing Risk. \*www.sdrma.org

*This endorsement changes the Liability Coverage Agreement. Please read it carefully.*

**COVERAGE PERIOD: 7/1/2017 through 7/1/2018**

**MEMBER AGENCY**

East Bay Regional Communications System Authority  
4985 Broder Boulevard  
Dublin, California 94568

**ADDITIONAL COVERED PARTY**

Alameda County Waste Management Authority  
Attn: Brian Mathews  
1537 Webster Street  
Oakland, CA 94612

**This endorsement modifies the Liability Coverage Agreement provided under the following:**

- Auto Liability - Auto Bodily Injury - LCA-SDRMA-201718 - Per Occurrence - \$1,000,000
- Auto Liability - Auto Property Damage - LCA-SDRMA-201718 - Per Occurrence - \$1,000,000
- General Liability - Bodily Injury - LCA-SDRMA-201718 - Per Occurrence - \$1,000,000
- General Liability - Property Damage - LCA-SDRMA-201718 - Per Occurrence - \$1,000,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **East Bay Regional Communications System Authority** by Special District Risk Management Authority ("SDRMA") adding the following as an **Additional Covered Party**.

*Alameda County Waste Management Authority, its officers, directors, partners, employees, agents, contractors and/or subcontractors are named as additional covered parties with respect to the agreement for use of facilities to install and operate a Communications Repeater.*

The coverage afforded by this **ENDORSEMENT** shall be primary with respect to any other valid and collectible insurance the **Alameda County Waste Management Authority** may possess, including any self-insured retention the **Alameda County Waste Management Authority** may have, and any other insurance the **Alameda County Waste Management Authority** does possess shall be considered excess insurance only and shall not be called upon to contribute with this coverage but only with respect to liability arising out of the ongoing operations of the Member Agency named above and provided further that this coverage does not apply to the sole negligence of the additional covered party named above. Coverage shall not be extended for the active negligence of the additional named party in any case where an agreement to indemnify the additional named party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to **East Bay Regional Communications System Authority** shall not be reduced or canceled without 30 days written notice given to the **Alameda County Waste Management Authority** via certified mail.

**THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.**

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2017

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

Signed by: Gregory S. Hall  
Gregory S. Hall - Chief Executive Officer





**NON-MEMBER'S CERTIFICATE OF COVERAGE**

Issue Date  
7/1/2017

**Provider** Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org



**Member** East Bay Regional Communications System Authority  
4985 Broder Boulevard  
Dublin, California 94568

Member Number: 7496

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits	
<b>Auto Liability</b> Auto Bodily Injury Auto Property Damage	LCA-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence	\$1,000,000 \$1,000,000
<b>General Liability</b> Bodily Injury Property Damage	LCA-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence	\$2,000,000 \$2,000,000

The Regents of the University of California, its directors, officers, employees and agents are named as additional covered parties with respect to the agreement for EBRCSA to construct, install and operate a wireless radio communications site on the Berkeley Campus.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 7/1/2017	Expiration Date 7/1/2018	Certificate Type:	<input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee <input type="checkbox"/> Evidence of Coverage
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**Certificate Holder**  
The Regents of the University of CA  
Attn: Ron Coley, Associate Vice Chancellor  
125 University #211  
Berkeley, CA 94720

Gregory S. Hall Chief Executive Officer



1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141 or 800.537.7790 \* F 916.231.4111

Maximizing Protection. Minimizing Risk. \*www.sdrma.org

*This endorsement changes the Liability Coverage Agreement. Please read it carefully.*

**COVERAGE PERIOD: 7/1/2017 through 7/1/2018**

**MEMBER AGENCY**

East Bay Regional Communications System Authority  
4985 Broder Boulevard  
Dublin, California 94568

**ADDITIONAL COVERED PARTY**

The Regents of the University of CA  
Attn: Ron Coley, Associate Vice Chancellor  
125 University #211  
Berkeley, CA 94720

**This endorsement modifies the Liability Coverage Agreement provided under the following:**

- Auto Liability - Auto Bodily Injury - LCA-SDRMA-201718 - Per Occurrence - \$1,000,000
- Auto Liability - Auto Property Damage - LCA-SDRMA-201718 - Per Occurrence - \$1,000,000
- General Liability - Bodily Injury - LCA-SDRMA-201718 - Per Occurrence - \$2,000,000
- General Liability - Property Damage - LCA-SDRMA-201718 - Per Occurrence - \$2,000,000

It is hereby agreed that this endorsement is added to the Liability Coverage Agreement issued to **East Bay Regional Communications System Authority** by Special District Risk Management Authority ("SDRMA") adding the following as an **Additional Covered Party**.

*The Regents of the University of California, its directors, officers, employees and agents are named as additional covered parties with respect to the agreement for EBRCSA to construct, install and operate a wireless radio communications site on the Berkeley Campus.*

The coverage afforded by this **ENDORSEMENT** shall be primary with respect to any other valid and collectible insurance the **The Regents of the University of CA** may possess, including any self-insured retention the **The Regents of the University of CA** may have, and any other insurance the **The Regents of the University of CA** does possess shall be considered excess insurance only and shall not be called upon to contribute with this coverage but only with respect to liability arising out of the ongoing operations of the Member Agency named above and provided further that this coverage does not apply to the sole negligence of the additional covered party named above. Coverage shall not be extended for the active negligence of the additional named party in any case where an agreement to indemnify the additional named party would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

All other terms and conditions remained unchanged.

Coverage provided by this endorsement, under the terms, conditions and exclusions contained in the Liability Coverage Agreement issued by SDRMA to **East Bay Regional Communications System Authority** shall not be reduced or canceled without 30 days written notice given to the **The Regents of the University of CA** via certified mail.

**THIS ENDORSEMENT CHANGES THE LIABILITY COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.**

The inclusion of more than one **Covered Party** shall not operate to impair the rights of one Covered Party against another Covered Party and the coverages afforded shall apply as though separate policies have been issued to each Covered Party except that the inclusion of more than one covered party shall not increase the limit of liability of SDRMA.

Effective date of this endorsement is: 7/1/2017

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

Signed by: Gregory S. Hall  
Gregory S. Hall - Chief Executive Officer



**STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24267)**

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?  
To Enhance the radio communications for EBRCSA Customers.
- 2.** Why is the equipment essential to the operation of **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY** ?  
To ensure we have adequate spectrum to suit the needs of current and future subscribers.
- 3.** Does the equipment replace existing equipment? No  
If so, why is the replacement being made?
- 4.** Is there a specific cost justification for the new equipment? Yes  
If yes, please attach outline of justification. See attached staff report
- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? Funding from cost to be a subscriber.

General Fund

  - Have dollars already been appropriated for the Lease Payment? Yes -or- No
  - If yes, for what fiscal year(s) have appropriations been made? See Attached Staff Report

Combination of Federal Grant funding supplemented by General Revenues

  - What fiscal year(s) is expected to be funded via federal grants: N/A
  - What fiscal year(s) is expected to be funded via general revenues: 2018 through 2023
  - Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): \_\_\_\_\_

---



**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 9.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: December 1, 2017**

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

**FROM:** Sheriff G. Ahern, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Transition to Phase II from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA).

**RECOMMENDATIONS:**

Adopt a Resolution to approve Change order #27 with Motorola Solutions, Inc. to transition to Phase II which will change the East Bay Regional Communications System Authority (EBRCSA) from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA). Authorize the Chair to sign the contract and such related documents as may be necessary and the Executive Director to implement the Resolution.

**SUMMARY/DISCUSSION:**

The design of the EBRCSA network/system was verified through an independent engineering contractor, AECOM, which in December 2009, submitted an extensive review of the system design based on what was known at the time. Several variables were unknown, as they did not have sufficient data from some agencies that were unable, or unwilling, to commit to joining EBRCSA initially when the design was being drafted. The report used the Association of Public Safety Communications Officials (APCO) standard known as Project 25 or commonly referred to as P25. The EBRCSA system serves approximately 18,500 users in Alameda and Contra Costa Counties and, if necessary, 2,500 mutual aid responders from adjoining counties.

The Federal government's guidelines attempt to provide direction by anticipating the changes in technology and works to maintain adequate FCC licenses for the channels utilized by all agencies with P25 radios. The changes in technology, available equipment, and growth in Public Safety creates a constantly changing environment in Public Safety Radio. The AECOM report published in 2009, anticipated EBRCOA implementing a system which would have a Phase I and Phase II. The initial Phase I consisted of a communications system which would be Frequency Division Multiple Access (FDMA). FDMA allows one radio to operate on a single 12.5 MHz. FDMA has served EBRCOA well, however, the system is monitored 24/7/365 and we are now having what we refer to as "busies" on the system. This is where a Public Safety Person must be put into queue to transmit on the system. The user does not even sense they are in queue because this is often a millisecond wait. The network monitoring is now indicating loads that AECOM had assumed would have been achieved once EBRCOA had migrated to TDMA.

We are seeing an increase in these reported busies. We recently had a fire in the City of Oakland at Edwards Ave. and HWY 580 and although the fire was in Oakland, the system had busies at the Doolan Site in Livermore. The reason for this is that although the incident was in Oakland, a Public Safety Person, possibly at Santa Rita with their radio tuned to the Oakland Channel, brought the Doolan site into the incident. In about an hour we had 100 busies on the Doolan site. The users did not notice any degradation to their communications, however, this is an example of why we need to migrate to Phase II Time Division Multiple Access (TDMA). TDMA allows 2 (two) Public Safety Personnel to operate on the 12.5 MHz at the same time, thus doubling our bandwidth.

In 2009, AECOM assumed that by the time subscribers reached their current number, the network would have already migrated to Phase II TDMA and would have sufficient spectrum available from the doubled network capacity offered by TDMA over FDMA. The credit for enabling the FDMA network to outperform the initial plan can be attributed to the Radio Department for each County and the Technical Advisory Committee (TAC) for the effective job of establishing subscriber radio programming templates that optimize frequency and channel usage. In addition, the credit must also include EBRCOA's Board of Directors and Operations and Finance Committees that have carefully directed the investment of available funds to the areas that have been extended and optimized the FDMA network.

Since turning on the EBRCOA system in 2013, EBRCOA's governing body, management and technology partners have successfully stayed ahead of obstacles that could have challenged end-user satisfaction, perceptions, and safety. The constant maintenance, upgrades, expansions of the infrastructure and the timing of end users programming parameters have successfully kept the network performance and user satisfaction high. However, at this time, there is evidence that AECOM's recommended TDMA upgrade should be implemented immediately.

Motorola has prepared a system upgrade proposal for the TDMA upgrade. The timing of the upgrade is important as the total project will take approximately 18 (eighteen) months to complete.

Motorola has provided the System Upgrade Pricing Summary:

## 5.1 EQUIPMENT AND SERVICES PRICING

<b>TDMA Upgrade:</b>	\$13,316,404
- Equipment	
- Software	
- Licenses	

TDMA Discount	\$2,663,281
---------------	-------------

TDMA System Integration Services	\$1,185,191
----------------------------------	-------------

<b>TDMA Upgrade Total</b>	<b>\$11,838,314</b>
---------------------------	---------------------

Special Discount:

DDM Promo for TDMA purchase by 12/15/17	\$3,938,314
---	-------------

<b>Project Total (after Special Discount)</b>	<b>\$7,900,000</b>
---	--------------------

Estimated 9.25% Tax on Equipment (HW Only)	\$8,363
--	---------

**Note** TDMA pricing valid through 2017, increases to \$9.5M if purchased in 2018, by July 31st.

Motorola has noted that the TDMA pricing is valid through 2017, and will increase to \$9.5M if purchased by July 31, 2018.

### **FISCAL IMPACT:**

Motorola has offered two lease options to assist with the financing of the upgrades.

The first is a 5-year lease at 1.71%, with a lease rate of 0.210744 with the lease payment of \$1,664,897.21. The first payment will be due one year after the contract is executed.

The second is a 7-year lease at 1.85%, with a lease rate of 0.153622 with a lease payment of \$1,213,616.18. The first payment will be due one year after the contract is executed.

The current rates charged by EBRCSA will have to increase to cover the cost of TDMA. The recommendation is that increased user cost begin in July 2018 and will be introduced with the FY 2017/2018 budget.

### **COMMITTEE RECOMENDATIONS:**

The Operations Committee has reviewed this project and recommended that the Executive Director present this to the full Board of Directors with a recommendation by the Operations Committee to proceed with the Change Order #27 with Motorola Solutions, Inc. to transition to Phase II TDMA.

The Finance Committee did not have quorum, no recommendation could be made.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority does hereby approve Change Order #27 with Motorola Solution, Inc. transition to Phase II TDMA and authorize its Chair to execute such change order and authorize its Executive Director to take such further action as may be necessary and appropriate to implement such change order.



**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: December 1, 2017**

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

**FROM:** Sheriff G. Ahern, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Determine appropriate Rate Increases to the East Bay Regional Communication System Authority for Capital Improvements to the Master Site and Operating System.

**RECOMMENDATIONS:**

Adopt a Resolution to approve Rate Increases to the Operating Charge which is currently \$25.00 per month/per radio. Authorize the Chair to sign a resolution outlining the increases, related documents as may be necessary, and the Executive Director to implement the Resolution.

**SUMMARY/DISCUSSION:**

EBRCSA began providing service to subscribers in 2012 and has been adding additional subscribers and infrastructure to maintain the system, keep the technology current, and be prepared for the future whether it be growth or changing technology. EBRCSA has to make three changes to its capital infrastructure over the next 2 - 4 years. The first is the transition to Phase II TDMA and Dynamic Dual Mode Upgrade, the second is to upgrade the Microwave Backhaul Upgrade system to Ethernet, and the third replacement of the DC Power System Upgrade of the emergency power supply. The three upgrades are listed in the order of importance and necessity.

The cost of the TDMA is \$7,900,000, the cost of the Microwave/Ethernet upgrade is \$8,900,000 and the DC Power Upgrade is \$2,500,000. The costs provided all have conditions associated with when we agree to purchase the equipment and have it installed. The Microwave and DC Power Pricing is valid thorough March 2018. The TDMA pricing is valid through December 2017. The TDMA will be sole sourced as we do not have anyone who can perform this work as the engineering is proprietary and only Motorola can provide the equipment and services to tie it into our network. The Microwave must be competitively bid and the DC Power Upgrade should be done by the respective radio shop for each county. The work would be determined by the condition and age of the equipment. We do not want to replace the DC Power at every site at once and then have to do that again when the equipment reached its end of life. We prefer to establish a replacement schedule and include the cost in our annual maintenance budget.

The original cost per radio was set to maintain the system and as available we used various grants to expand the system. The upgrades which we are going to need to perform are not grant eligible and there is not enough available grant money to cover these expenses.

We have maintained the operating cost since the system began operation in 2012 and this will be the first time we have increased the cost.

The recommended increase for the first year is \$8.00 per radio/per month. The next four years would then increase \$3.00 per radio/per month. The cost increases are based on what we know will be the approximate cost of these three upgrades. The goal is to develop a plan which will provide a list of what needs replacement and when to that we can plan our increases and ensure that the system is properly maintained and the technology refreshed as necessary.

#### **FISCAL IMPACT:**

The Finance Committee has prepared a spread sheet outlining the costs over several years (see attachment). We must ensure that we have adequate funding to complete the projects as necessary. The cost to build the original system was \$72,000,000 and we have spent several millions of dollars in upgrades and consoles over the years since the system was turned on. We want to continue to maintain and refresh the system rather than replace the system. The rate increase of \$8.00 per month will not begin until July 1, 2018.

#### **COMMITTEE RECOMENDATIONS:**

The Finance Committee has reviewed this project and made the recommendation of how much to increase the cost over the next five years. The Finance Committee did not have a quorum, however, we felt it was necessary to present this to the full Board of Directors.

#### **RECOMMENDED ACTION:**

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority approve the recommendation concerning increase to the rate per radio/per month and determine the increase based on information provided. If the Board concurs and agrees with the

rate increase authorize its Chair to execute the change and authorize its Executive Director to take such further action as may be necessary and appropriate to implement such rate increase.



**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority** If Amended Return, check here

**1** Issuer's name  
**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

**2** Issuer's employer identification number (EIN)  
**26-1492332**

**3a** Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

**3b** Telephone number of other person shown on 3a

**4** Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**4985 Broder Boulevard**

**5** Report number (For IRS Use Only) **3**

**6** City, town, or post office, state, and ZIP code  
**Dublin, CA 94568**

**7** Date of issue  
**12/29/2017**

**8** Name of issue  
**Equipment Lease Purchase Agreement # 24267**

**9** CUSIP number

**10a** Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)  
**TOM MC CARTHY, EXECUTIVE DIRECTOR**

**10b** Telephone number of officer or other employee shown on 10a  
**925-803-7802**

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

<b>11</b> Education	<b>11</b>		
<b>12</b> Health and hospital	<b>12</b>		
<b>13</b> Transportation	<b>13</b>		
<b>14</b> Public safety	<b>14</b>	7,579,477	00
<b>15</b> Environment (including sewage bonds)	<b>15</b>		
<b>16</b> Housing	<b>16</b>		
<b>17</b> Utilities	<b>17</b>		
<b>18</b> Other. Describe ►	<b>18</b>		
<b>19</b> If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
<b>20</b> If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	12/1/2022	\$ 7,579,477.00	\$ 7,900,000.00	5 years	3.24 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

<b>22</b> Proceeds used for accrued interest	<b>22</b>		
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b))	<b>23</b>		
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount)	<b>24</b>		
<b>25</b> Proceeds used for credit enhancement	<b>25</b>		
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund	<b>26</b>		
<b>27</b> Proceeds used to currently refund prior issues	<b>27</b>		
<b>28</b> Proceeds used to advance refund prior issues	<b>28</b>		
<b>29</b> Total (add lines 24 through 28)	<b>29</b>		
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	<b>30</b>		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

**31** Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .  \_\_\_\_\_ years

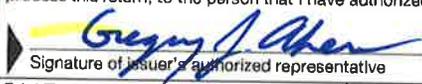
**32** Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .  \_\_\_\_\_ years

**33** Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .  \_\_\_\_\_

**34** Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . . **36a**
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the following information:
  - b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
  - c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
  - d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here  and enter the following information:
  - b** Name of hedge provider ▶ \_\_\_\_\_
  - c** Type of hedge ▶ \_\_\_\_\_
  - d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
  - b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	Date	Gregory J. Ahern, Chair Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶		Phone no.	



**ALAMEDA COUNTY**  
**AUDITOR-CONTROLLER AGENCY**  
**PATRICK O'CONNELL**  
**AUDITOR-CONTROLLER/CLERK-RECORDER**

---

November 30, 2007

William J. McCammon  
Alameda County Project Coordinator  
East Bay Regional Communications System  
4985 Broder Blvd.  
Dublin, California 94568

Dear Bill:

The new tax identification number (EIN) for the East Bay Regional Communications System Authority has been assigned by the Internal Revenue Service; it is **26-1492332**. Please see the attached confirmation from the IRS.

The IRS advises that you keep this confirmation in your permanent records, and that you reference the EIN and the name of the organization exactly as they appear on this form when you correspond with them.

Please feel free to call me if you have any questions regarding the EIN.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Kerkhoff", written over a horizontal line.

Ken Kerkhoff  
Auditor-Controller's Office  
(510) 272-6385

---

**CHIEF DEPUTY AUDITOR**  
Steve Manning  
1221 Oak St., Rm. 249  
Oakland, CA 94612

**ASSISTANT CONTROLLER**  
Connie Land  
1221 Oak St., Rm. 238  
Oakland, CA 94612

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24267

Lease Schedule A No. : 24267

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24267. See Schedule A for a detailed Equipment List.

LESSEE:

EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

to complete  
after  
delivery

# EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

EBRCS MICROWAVE UPGRADE AND MPLS IMPLEMENTATION

11/2/2019



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

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Motorola Solutions, Inc.  
1303 E. Algonquin Rd.  
Schaumburg, IL 60196  
USA

Tel. + 1 847 576 5000  
Fax + 1 847 538 6020

11/2/2019

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

Subject: EBRCS Microwave Upgrade and MPLS Implementation

Dear Director McCarthy,

Motorola Solutions, Inc. ("Motorola") is pleased to provide the East Bay Regional Communications System Authority ("EBRCSA") the following Proposal to upgrade the 13 year old backhaul communications network. Motorola is honored and humbled by the shared trust EBRCSA continues to have in our partnership.

The backhaul network is an indispensable component of your overall public safety radio communications. We understand why EBRCSA may be less than eager to undertake this long anticipated and challenging upgrade. As a result, Motorola has taken great care to propose a solution that ensures you achieve the critical network resiliency and security advancements in the most economically and financially sound manner.

The solution we are proposing to upgrade your backhaul network includes:

- Microwave Communications Network Upgrade
- Multi-Protocol Label Switching (MPLS) Addition
- Network Transition from T1 circuits to Ethernet

Continuity of EBRCSA's network operations are paramount. Towards that end, Motorola has developed a measured, multi-year deployment plan to upgrade the existing backhaul network and transition to Ethernet. To help fit the backhaul upgrade within EBRCSA budget, Motorola is proposing the cost-effective lease-purchase program EBRCSA used to finance the TDMA upgrade in 2017.

This Proposal is a firm offer, subject to the terms and conditions of the existing Communications System Agreement (CSA) between EBRCSA and Motorola, dated July 07, 2009, extended on July 6, 2012, and extended again on July 6, 2017 through July 6, 2020. Under Section 3.4 of the existing contract, EBRCSA may purchase additional goods and services from the CSA. Motorola's proposal is based on the assumption that EBRCSA will use this right under Section 3.4 of the CSA for the proposed transaction. Therefore, as in the past, EBRCSA may accept the proposal by executing a Change Order to the current CSA.

Any questions EBRCSA has regarding this proposal can be directed to Gordon Poole, Senior Account Manager at (408) 306-5622, (gordon.poole@motorolasolutions.com).

We thank you for the continued privilege of furnishing EBRCSA with “best in class” solutions that help protect your first responders and assist their efforts saving lives and property.

Sincerely,

Motorola Solutions, Inc.



Micah Applewhite  
Territory Vice President



SECTION 1

# SOLUTION DESCRIPTION

## 1.1 SOLUTION OVERVIEW

Motorola is pleased to provide a proposal to EBRCSA to upgrade their existing Backhaul Network with the following components:

- **Microwave Backhaul Upgrade** – Motorola has partnered with Aviat to upgrade the existing TruePoint microwave radios to the latest ECLIPSE microwave radio and several microwave paths will be upgraded from 10 GHz to 11 GHz.
- **MPLS Addition** – Motorola has partnered with Nokia to include addition of MPLS routers in the EBRCS Backhaul Network and on that facilitate the transition to Ethernet based network.
- **Backhaul transition from T1 to Ethernet** – Concurrently with the MW upgrade and MPLS additions projects, Motorola will transition the system from current T1 connectivity to Ethernet based connectivity.

In order to facilitate EBRCSA to budget for these upgrade projects, Motorola has designed a special lease-purchase program. This would be the most cost effective, economical way for EBRCSA to finance, because the interest payments from the government entity are exempt from Motorola's federal income tax liability. Motorola shares this benefit by offering exceptionally low interest rates to EBRCSA.

Considering the importance of EBRCSA's network operations continuity, Motorola has developed a multi-year deployment plan to upgrade the existing backhaul network and transition to Ethernet. The goal is to help EBRCSA to avoid the performance challenges of large scale network changes by taking smaller, controlled steps.

## 1.2 MICROWAVE BACKHAUL UPGRADE

Motorola has partnered with Aviat to design, supply and implement the Microwave Backhaul Upgrade project. The scope of this proposal is to implement the replacement of the EBRCS existing Truepoint SONET system with new Eclipse TDM/IP Hybrid network while maintaining the T1 loop protection. Also, several microwave paths will be upgraded from 10 GHz to 11 GHz with the capacity increased from 24Mbps to 45Mbps.

### 1.2.1 Current Backhaul Overview

The existing system consists of three OC-3 loops and total of 50 links

- Alameda County (ALCO) loop – contains 31 links
- Contra Costa County (CCCO) loop – contains 12 links
- Richmond mini-loop – contains 7 links

There are 3 parallel paths between the ALCO loop and CCCO loop. Each loop has its own links.

- BALD MTN (BALD PEAK) – ROCKY RIDGE
- ROCKY RIDGE – ALAMEDA EOC
- ALAMEDA EOC – SANTA RITA JAIL PASSIVE REPEATER

Alameda County loop also has the link Sunol Ridge – Carol Drive contains 4-radio channels.

## 1.2.2 Microwave Backhaul Upgrade Components

### 1.2.2.1 Backhaul Design

All paths in the system, including rings and spurs, are designed in Pathloss using the Vigants-Barnett model and the Crane Rain Model. All paths in the system shall meet the following requirements.

- 2-way Link Availability Required Ring and Backbone: 99.9999% with link bandwidth is 180 Mbps
- 2-way Link Availability Required Spurs: 99.9999% with link bandwidth is 45Mbps
- The radios in loops are nonprotected, operated on L6, U6 or 11GHz and on the modulation 30MHz 256QAM 180Mbps
- The radios on spurs are protected, operated on U6 or 11GHz and on the modulation 10MHz 64QAM 45Mbps
- 9 paths in spurs are currently in 10GHz band using 10GHz antennas (Radio Waves) which support the range from 10.15 – 10.7 GHz. These links will need to be replaced with 11 GHz with the capacity increased from 24Mbps to 45Mbps. The existing antenna system will also need to be replaced with 11 GHz antenna system.
  1. BALD MTN (BALD PEAK) – SKYLINE (SPUR)
  2. LAKESIDE – OAKLAND PD (SPUR)
  3. LAKESIDE – PIEDMONT PD (SPUR)
  4. OAKLAND APL – BERKELEY PD (SPUR)
  5. SUNOL RIDGE – WARM SPRING (SPUR)
  6. DOOLAN WT – PATTERSON PS (SPUR)
  7. KREGOR PEAK – CONCORD PD (SPUR)
  8. PINE STREET - MARTINEZ (SPUR)
  9. WALNUT CREEK BART – WALNUT CREEK PD (SPUR)
- Some of links will need to use High Power (HP) or Extra High Power (EHP) radios in order to achieve 99.9999% reliability



### 1.2.2.2 Antennas and Transmission Lines

- Reuse existing antennas at most of the sites.
- It is assumed that the existing antennas, centerlines and waveguide lines can be reused for all existing 6/11 GHz RFU indoor hops. Reuse existing feedthroughs.
- For all ODU600 (outdoor RFU) will be outdoor remote-mounted to antenna and new 3ft Flextwist and new coaxial cables are proposed to replace existing coaxial cables. Assuming there is an existing conduit and passage for the Coax cable.
- 6 radios will need new Flextwist and Coax transmission lines for outdoor ODU600v2
  1. LAKESIDE (to Bald Peak)
  2. LAKESIDE (to Lawrence Berkeley Lab)
  3. OAKLAND APL (to Lawrence Berkeley Lab)
  4. OAKLAND APL (to Glen Dyer Jail)
  5. OAKLAND APL (to Emeryville FD)
  6. ANTIOCH PD (to Kregor Peak)
- 17 radios need new antennas and new Flextwist and transmission lines for ODU600v2 or IRU600v4
  1. LAKESIDE (to Oakland PD) needs for ODU600v2
  2. LAKESIDE (to Piedmont PD) needs for ODU600v2
  3. OAKLADN APL (to Berkeley PD) needs for ODU600v2
  4. MARTINEZ (to Pine Street) needs for ODU600v2
  5. CONCORD PD (to Kregor Peak) needs for ODU600v2
  6. WALNUT CREEK PD (to Walnut Creek Bart) needs for ODU600v2
  7. BALD MTN (to Skyline) needs for IRU600v4
  8. OAKLAND PD (to Lakeside) needs for IRU600v4
  9. PIEDMONT PD (to Lakeside) needs for IRU600v4
  10. BERKELEY PD (to Oakland APL) needs for IRU600v4
  11. SUNOL RIDGE (to Warm Spring) needs for IRU600v4
  12. WARM SPRING (to Sunol Ridge) needs for IRU600v4
  13. DOOLAN WT (to Patterson PS) needs for IRU600v4
  14. PATTERSON PS (to Doolan WT) needs for IRU600v4
  15. KREGOR PEAK (to Concord PD) needs for IRU600v4
  16. PINE STREET (to Martinez) needs for IRU600v4
  17. WALNUT CREEK BART (to Walnut Creek PD) needs for IRU600v4
- The plan is subject to change according to the site surveys.

### 1.2.2.3 Microwave Radios

- Most existing TruePoint radios will be replaced with IRU600v4 and INUe,
- 6 sites are required to have outdoor radio ODU600v2 and INUe, on U6 or 11GHz
  1. OAKLAND APL
  2. LAKESIDE
  3. ANTIOCH PD
  4. CONCORD PD
  5. MARTINEZ
  6. WALNUT CREEK PD
- 12 links have two radio types; one end is outdoor ODU600v2 and the other end is indoor IRU600v4.
  1. OAKLAND APL – LAWRENCE BERKELEY LAB
  2. OAKLAND APL – GLEN DYER JAIL
  3. LAKESIDE - LAWRENCE BERKELEY LAB
  4. LAKESIDE – BALD PEAK
  5. OAKLAND APL – BERKELEY PD (SPUR)
  6. OAKLAND APL – EMERYVILLE PD (SPUR)
  7. LAKESIDE – PIEDMONT PD (SPUR)
  8. LAKESIDE – OAKLAND PD (SPUR)
  9. ANTIOCH PD – KREGOR PEAK (SPUR)
  10. CONCORD PD – KREGOR PEAK (SPUR)
  11. MARTINEZ - PINE STREET (SPUR)
  12. WALNUT CREEK PD - WALNUT CREEK BART (SPUR)

### 1.2.2.4 Tributary Interface

- DS1 and Ethernet interface are equipped with radios at each site.
- DS1s in the loops will be loop-protected and terminated at DSX-1 jackfield.
- Ethernet in the loops will be loop-protected and routing by MPLS routers

### 1.2.2.5 T1 loop protection

All existing T1s on the SONET network will be migrated to new TDM/IP Hybrid network with NCM modules equipped with INUe shelves.

Motorola/Aviat propose protected Network Capabilities Module (NCM) with associated NCM software license that supports up to 63 T1 and T1 cables at each site in the ring to take care of T1 loop switching protection in place of existing SONET muxes.



The NCM provides E1/DS1 loop switch (ring protection) capability on an Eclipse Node. Each ring node that drops traffic must use an NCM to access two redundant traffic streams. TDM traffic is injected in both directions of the ring.

The NCM card has full access to the TDM backplane for working, protection, and drop connections as well as 8 drop interfaces on front of the card. If more than 8 T1 drops are needed, DAC16x to be used to take additional T1 drops. NCM will receive traffic from the backplane from both directions of the ring and select the best path.

Two NCMs are proposed in each INUe shelf to provide equipment protection.

#### 1.2.2.6 Network Management

The new ProVision management system is proposed. All the new Eclipse radios as well as existing Eclipse radios and all SNMP devices will be monitored by the ProVision. The ProVision can be implemented in parallel with existing NMS NetBoss allowing customer to familiarize themselves with the new product.

#### 1.2.2.7 Alarm Management

AUX cards and Alarm cables to existing M66 Blocks are proposed at each site.

#### 1.2.2.8 Rack

One or two 7ft racks equipped with a breaker panel are proposed at each site to installed new equipment. Two 8ft racks are proposed at ALAMEDA EOC. Motorola will run DC cables from new rack to distribution panel. It is assumed 30 feet from DC distribution panel

#### 1.2.2.9 Pressurization

Assuming customer would reuse their existing Dehydrator and manifold system and it would be able to support new equipment.

#### 1.2.2.10 DC Power Plant

Assuming customer would reuse their existing DC Power Plant system and it would be able to support new equipment.

#### 1.2.2.11 Demarcation

The demarcation point will be:

- For T1, it will be on new DS-1 circuits terminated on DSX-1 jackfield panel
- For Ethernet, it will be on Ethernet port on the DACGE3
- DS-1 traffic will not go through MPLS Routers. Routers will be a new overlay.

#### 1.2.2.12 Traffic Plan

- **T1 traffic:** Customer would like to support all current T1s for now since the actual transition to Ethernet will likely occur until after the microwave radio upgrade. In the

assumptions that the T1 traffic plan is the same as what we have when we built the system for the proposal now. Current Traffic is Public Safety.

- **Ethernet Traffic:** MPLS network design is based on Layer 3 architecture. Motorola will set up pipe for QoS, latency, etc. Traffic plan would need to be put together, so Motorola will develop Layer 3 network design.

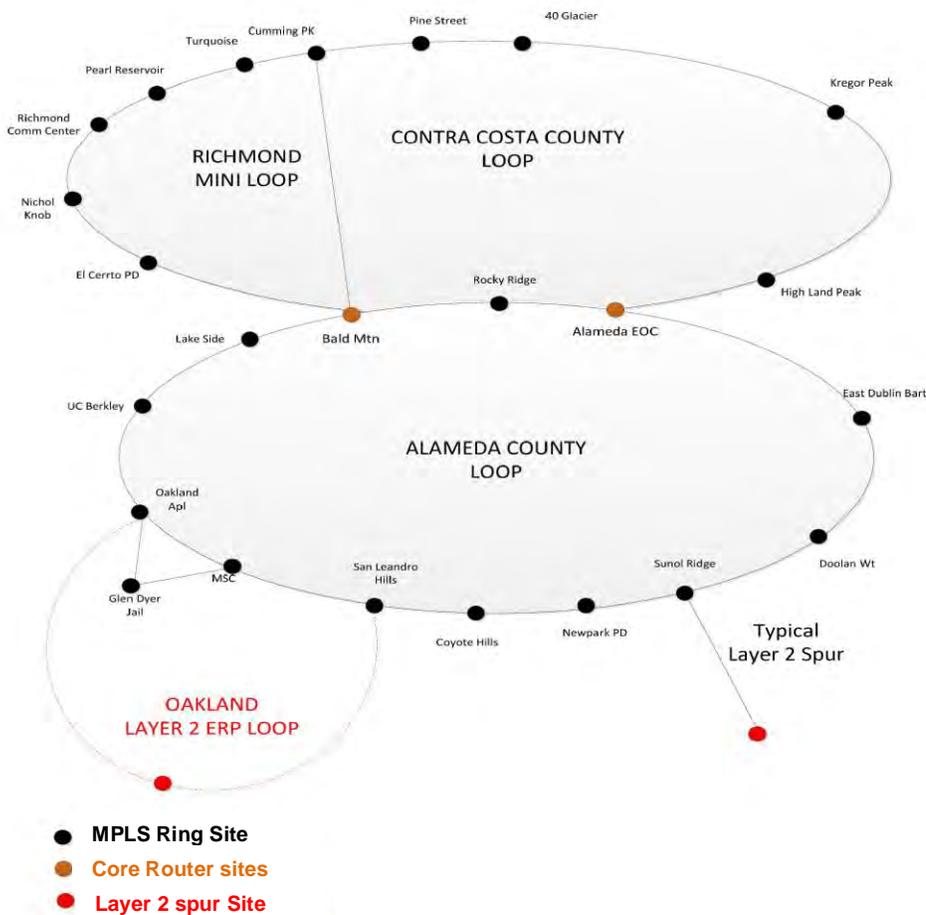
### 1.3 MPLS ADDITION

Motorola in partnership with Nokia is proposing MPLS solution based on the SAR platform.

The EBRCs MPLS network is divided into 3 OSPF loops so it becomes easy to implement and maintain the MPLS network. These three loops are:

- Alameda County Loop.
- Contra Cost County Loop
- Richmond Mini Loop

Each loop is connected to the core router to pass the traffic from on loop to the other.



## 1.3.1 MPLS Solution Components

Motorola has included a Nokia IP/MPLS transport system in the design that will reside on top of the microwave network to support all the routing and management of IP traffic throughout the simulcast RF subsite network. The MPLS transport system uses all COTS equipment designed for use with microwave in a public safety grade network. This design provides MPLS routers at all EBRCS sites except at two repeater sites and fifteen console dispatch locations which are configured as spurs in the EBRCS design. This approach allows Motorola to maintain the reliability and resiliency of the IP/MPLS design while reducing the need for additional hardware to support the migration to Ethernet.

Having the ability to accommodate multiple types of traffic is important as network applications converge to a data centric environment and rely on Ethernet and IP functionality. It's not always realistic to eliminate all of the existing TDM applications without a negative impact on services and operations. The MPLS designed network as proposed provides a smooth migration from traditional TDM to IP at the pace of each individual entity/user.

Motorola has designed a highly reliable IP/MPLS network solution that enables EBRCS to meet the performance requirements of all their mission-critical services and applications. The Nokia 7705 SAR platforms provided in this proposal will provide a highly reliable network platform from which Ethernet services will be delivered to end user applications. An IP/MPLS implementation offers advantages and savings such as:

- Optimizing the bandwidth available in the network to make possible the introduction of new applications.
- Reducing the dependency on leased lines.
- Extending services to remote areas.
- Satisfying the growing IT functions.
- Providing network virtualization with QoS guaranteed for priority traffic.
- Improving agency interoperability and access to critical information.

The Nokia 7705 Service Aggregation Router (SAR) delivers industry-leading IP/MPLS and pseudowire capabilities. Designed for scalability, it will give EBRCSA the greatest potential to grow their network, adding unprecedented numbers of end users and applications, without having to make additional capital investment. In addition, the 7705 SAR portfolio offers a comprehensive set of T1/E1, T3/E3, SONET/SDH, serial data and analog voice interfaces. With these features, EBRCSA can gracefully migrate their applications onto their new IP/MPLS network. Critical traffic is expedited when using either high-speed Ethernet or legacy low-bandwidth links to ensure application performance



7705 SAR-18



7705 SAR-8

This industry-leading, independently-validated High Availability feature has been inherited from the Service Router product line and is a strong contributor to overall network uptime.

Network uplink connectivity options are: Ethernet, FE, GigE,  $n \times T1/ E1$  MLPPP or  $n \times T1/E1$  ATM IMA. Integrated DS3 point-to-point trunking is supported using the 4-port DS3 adapter card. OC-3/STM-1 trunking is supported using Packet over SONET/ SDH (POS) on the 4-port OC-3/STM-1 clear channel adapter card.

### 1.3.2 Network Management Solution

Motorola has proposed an integration of the MPLS equipment into the existing Unified Event Manager (UEM). EBRCSA will be able to perform Fault Management and receive all alarms coming from the MPLS equipment.

### 1.3.3 Improved Bandwidth and Traffic Control

An IP/MPLS network improves the bandwidth efficiency of a public safety network, reduces cost, enables easier access to existing databases, and enhances the safety of the general public as well as the safety of personnel delivering these services. MPLS has a built-in mechanism, called traffic engineering, which allows for the selection of the best path across the network, taking the physical paths of the links and interfaces into account. This mechanism is used in networks to ensure that the best link is chosen to optimize network bandwidth.

The 7705 SAR features a rich set of QoS mechanisms and can provide each service on the network with its own committed information rate and peak information rate as well as a priority value to use as it traverses the network. Strong QoS capabilities ensure service-level awareness and effective management of multiple traffic streams, providing guaranteed levels of QoS, especially constraints for delay and delay variation, for maintaining Service Level Agreements for the different entities using the IP/MPLS network.

### 1.3.4 Network Resiliency

The 7705 SAR features redundant power supplies, fans, controller cards, Ethernet cards, and Ethernet SFP optics modules to provide the highest levels of resiliency. Through the use of industry standard protocols like OSPF and MPLS combined with our custom enhancements, the IP/MPLS system can route services around network failures while maintaining service level agreements for critical traffic.

The microwave loop topology also provides a reliable architecture because traffic can be rerouted to the opposite direction if a physical failure occurs in a link connecting any adjacent sites. The IP/MPLS network uses the MPLS fast reroute feature for resiliency where traffic is rerouted around a failure with sub-50 millisecond restoration time. This ensures that services on the network are not affected.

### 1.3.5 Service Definition Requirements

It is critical to maintain the end-to-end quality of service (QoS) for packet traffic. Not all types of traffic have the same set of requirements. Voice traffic in particular requires low latency and jitter (latency variation) as well as low loss, whereas data traffic often has less stringent delay requirements but may be very sensitive to loss, as packet loss can seriously constrain



application throughput. To offer the required treatment throughout the network, traffic flows with different requirements are identified at the access and marked in-line with the appropriate QoS metrics. Traffic classification and marking are carried out based on the following categories:

- Time slot/port.
- Ethernet port/VLAN
- ATM service category (CBR/rt-VBR/ nrt-VBR/UBR)
- ATM VC
- Ethernet 802.1p/VLAN
- IP DSCP/MPLS EXP

The Nokia solution is unique in that its management system allows for true end to end provisioning of individual services from one end of the network to the other through multiple intermediate hops in under a minute with all the necessary QoS settings, bandwidth guarantees, and resiliency options provisioned. The solution offers every type of service connectivity option that a modern communications network requires. Service offerings include:

- Point to point TDM circuit emulation (Cpipe) for carrying circuits like T1s or RS232.
- Point to point Ethernet layer 1 (Epipe) – acts like a virtual patch cable.
- Point to multipoint Ethernet layer 2 (VPLS) – acts like a VLAN.
- Point to multipoint IP Layer 3 (VPRN) – acts like a virtual routed network.

The Nokia 7705 SAR utilizes extensive traffic management policies to ensure fairness with detailed classification and hierarchical scheduling including: minimum/maximum, queue type- based weighted round robin or strict priority and profiled scheduling, as well as multi-tier policing to differentiate and prioritize individual services and flows.

### 1.3.6 Quality of Service Requirements

The 7705 SAR can buffer thousands of individual services and then shape them to a strict SLA with Committed Information Rate (CIR) and Peak Information Rate (PIR) type guarantees.

Buffer allocation is programmable per-service to accommodate different maximum burst sizes (MBS). Each service can use up to eight queues to enable shaping, policing and marking of different flows. The 7705 can also shape and police on service egress. The 7705 SAR traffic classification is carried out based on Layer 1/Layer 2/Layer 2.5 and/or Layer 3 header, but not layer 4 (TCP/UDP port #).

## 1.4 BACKHAUL TRANSITION FROM T1 TO ETHERNET

The upgraded MW Backhaul will support simultaneously all current T1 traffic and new Ethernet traffic. The actual transition from T1 to Ethernet will likely occur until after the microwave radio upgrade and integration of the new MPLS equipment.

The Backhaul transition from T1 to Ethernet will be performed in several steps:

- Upgrade the P25 system to A2019 (keep existing T1 site links)
- Upgrade Microwave Network to Hybrid Radio configuration (all traffic still on T1)

- Integrate MPLS into the new Microwave Network (using Ethernet part of the Hybrid Radio)
- Migrate Repeater Sites and Dispatch Centers to Ethernet Site links
- Migrate Simulcast Subsystems to Ethernet

It is assumed that the T1 traffic plan has not changed and thus will be supported with the upgraded system. A more detailed transition plan will be developed during the Design Review.

During the creation of this project design, the following locations were identified as having both microwave (on the “A”) and leased T1 connectivity (on the “B”) to each site: ACCREC, WCPD, Oakland Fire, Oakland Law, Piedmont and Oakland Housing.

The following locations have fiber connectivity: Pleasant Hill PD and Concord PD (it has one link as microwave and one link as fiber).

Nokia SAR has been included for the following locations to allow for the migration to Ethernet connectivity:

SAR-8 Sites									
1	106_NM/Disp/Conv	10	Coyote Hills	19	Hayward Annex	28	Oakland HA PD	37	Turquoise (CCCO West Prime)
2	651 Pine	11	Cummings Peak (Prime CCCO Central+ RF for CCCO West)	20	Hayward PD	29	Patterson Pass	38	UC Berkeley PD
3	ACRECC	12	Doolan WT	21	Highland Peak	30	Pearl	39	UC Berkeley/KALX
4	ALCO Sheriff/San Leandro COM	13	East Dublin BART	22	Lakeside	31	Pleasant Hill PD	40	Walnut Creek BART
5	Alta Mesa Moraga	14	EB Regional Parks	23	Los Vaqueros	32	Rocky Ridge	41	Walpert Ridge
6	Benicia PD	15	El Cerrito PD	24	MSC	33	Richmond PD/Fire	42	Warm Springs
7	CCCO Fire	16	Fremont PD	25	Newark PD	34	Seneca		
8	CCCO NMD	17	Garin WT	26	Nichol Knob	35	Shadybrook		
9	CCCO Sheriff/40 Glacier	18	Glenn Dyer Jail (ALCO NW Prime)	27	Oakland Fire	36	Skyline Reservoir		
SAR-18 Sites									
1	Bald Peak	2	San Leandro Hills (Alco SW Prime)	3	Sunol Ridge	4	Kregor Peak Prime for CCCO East + RF for CCCO Central)	5	Oakland APL

The sites not included in the MPLS design will support only LMR traffic.



## 1.5 EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	<b>IRU600v4</b>		
Microwave	<b>6GHz</b>		
Microwave	IRU600v4 RFSEC ASSY NP, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AMT-000-410000	6
Microwave	IRU600v4 RFSEC ASSY NP, IF TR EHP U6 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AEU-000-410000	4
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AMT-AM0-410000	2
Microwave	IRU600v4 RFSEC ASSY MHSB/SD TX SWITCH, IF TR SP-HP 5.8-U6 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps * spur Sunol Ridge - Carroll Drive 30MHz 256Q 180Mbps	EV207-AMT-AM0-410000	5
Microwave	<b>11GHz</b>		
Microwave	IRU600v4 RFSEC ASSY NP, IF TR SP-HP 10.5-11 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AMC-000-410000	36
Microwave	IRU600v4 RFSEC ASSY NP, IF TR EHP 11 GHz, Filter-non ACCP * in loop: 30MHz, 256Q, 180Mbps	EV202-AEB-000-410000	6
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR SP-HP 10.5-11 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AMC-AM0-410000	31
Microwave	IRU600v4 RFSEC ASSY MHSB RX UNEQUAL SPLIT, IF TR EHP 11 GHz, Filter-non ACCP * in spur: 10MHz, 64Q, 45Mbps	EV206-AEB-AE0-410000	3
Microwave	<b>ODU600v2</b>		
Microwave	ODU 600v2, 11 GHZ, PLANNING PART NUMBER * in loop: 30MHz, 256Q, 180Mbps * in spur: 10MHz, 64Q, 45Mbps	M-ECH-11	20
Microwave	Coupler Assy ODU 600v2 , 10/11 GHz Unequal 6 dB, V and H Pole	086-523300-116	8
Microwave	WTM 4100/4200 ODU600v2 10/11 GHz Waveguide Transition Kit, WR 90 waveguide, UDR 100 flange	179-530500-011	12
Microwave	Remote Mount Bracket Assembly ODU600v2	179-530502-001	24
Microwave	ECLIPSE POLE MOUNT FOR USE WITH SINGLE ODU OR PROTECTION COUPLER (RM99/DE)	086-000000-101	
Microwave	<b>IRU600v4 WAVEGUIDE EXT KIT</b>		
Microwave	<b>6GHz</b>		
Microwave	WG EXT KIT IRU600 V3 6GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-AA101	3
Microwave	WG EXT KIT IRU600 V3 6GHZ SH1-PO1, 1+0/MHSB 2 ANT, MHSB/SD	179-530135-AA103	5



SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	WG EXT KIT IRU600 V3 6GHZ SH2-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-BB201	6
Microwave	WG EXT KIT IRU600 V3 6GHZ SH3-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC301	2
Microwave	WG EXT KIT IRU600 V3 6GHZ SH4-PO4, 1+0/MHSB 2 ANT, MHSB/SD	179-530135-DD403	3
Microwave	<b>11GHz</b>		
Microwave	WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-AA121	43
Microwave	WG EXT KIT IRU600 V3 11GHZ SH2-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-BB221	23
Microwave	WG EXT KIT IRU600 V3 11GHZ SH3-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-CC321	9
Microwave	WG EXT KIT IRU600 V3 11GHZ SH4-PO3, 1+0/MHSB 1ANT, RPTR(MAIN)	179-530135-DD321	2
Microwave	<b>WAVEGUIDE EXT BRACKET KIT</b>		
Microwave	EXT BRKT KIT IRU600 2 SHELF	179-530089-001	18
Microwave	EXT BRKT KIT IRU600 3 SHELF	179-530089-002	9
Microwave	EXT BRKT KIT IRU600 4 SHELF	179-530089-003	6
Microwave	CUSTOM WAVEGUIDE KIT COMPLEXITY 1	WGKIT-1000	43
Microwave	<b>INUe</b>		
Microwave	ECLIPSE, INTELLIGENT NODE UNIT 2RU, INC IDCE, FAN, NCCV2, HIGH OUTPUT	EXX-000-204	113
Microwave	KIT BRACKET 2RU	179-530064-001	113
Microwave	NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	113
Microwave	<b>RAC</b>		
Microwave	RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	155
Microwave	<b>DAC OC-3</b>		
Microwave	DAC 1550M, 1XSTM1/OC3 MUXED TO 63E1/84DS1, SM OPTICAL, S-1.1, SR, 15KM OR LESS	EXD-156-001	163
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 3M/9.8FT	LOC-203-3500-003/3MIL	74
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 5M/16.4FT	LOC-203-3500-005/3MI	21
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 10M/32.8FT	LOC-203-3500-010/3MI	8
Microwave	<b>DAC DS1</b>		
Microwave	NETWORK CONVERGENCE MODULE (NCM)	EXD-400-002	60
Microwave	ECLIPSE, DAC 16XE1/DS1 V3, PROTECTABLE	EXD-161-002	142
Microwave	2x HDR-E50 TO Y JOIN TO 24AWG FREE END 3.5M	037-579408-003	144
Microwave	2x HDR-E50 TO Y JOIN TO 24AWG FREE END 15.5M	037-579408-015	2
Microwave	<b>DAC ETHERNET</b>		
Microwave	DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	162
Microwave	CABLE PROT / BRIDGEING GE3, DIRECT FIT, 500mm	037-579461-500	77
Microwave	XCVR ELECTRICAL SFP, GE3 ONLY, W/LOS 3V3 COM	083-845434-001	158
Microwave	ETHERNET CABLE, RJ45 CAT 5/CAT 5e, 2m (6.5')	037-579124-002	104
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,5 M LONG	037-579125-002	28



SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	ETHERNET CABLE,CAT5/CAT5E,RJ-45,15 M LONG	037-579126-002	6
Microwave	GIG ETH SFP, OPT SMF 1310nm LC 1000BASE-LX, <10 KM	079-422656-001	156
Microwave	CABLE, OPTICAL JMPR, LC-LC, SM-DUP, 9/125UM, 10M/32.8FT	LOC-203-3500-010/3MI	156
Microwave	<b>ALARM CARD</b>		
Microwave	AUX, ALARM I/O CARD	EXA-001	54
Microwave	CABLE, ALARM I/O HD15 TO WIREWRAP, 15M	037-579470-015	54
Microwave	<b>Software Licenses</b>		
Microwave	IRU600 600 High power option 1 x RFU	EZF-61	9
Microwave	IRU600 600 Nodal High power option 2 x RFU	EZF-62	4
Microwave	ODU 600 High power option 1 x ODU	EZF-51	1
Microwave	ODU 600 Nodal High power option 2 x ODU	EZF-52	1
Microwave	NODE SW LICENSE, 400 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08006	5
Microwave	NODE SW LICENSE, 200 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08004	48
Microwave	NODE SW LICENSE, 100 Mbps TOTAL RADIO PAYLOAD CAPACITY	EZE-08002	2
Microwave	50 Mbps Node radio capacity License	EZE-08001	59
Microwave	NCM LOOP SWITCH License to support up to 50E1/63T1 TDM circuits	EZF-14	33
Microwave	LAYER 1 LINK AGGREGATION NODAL ON DAC GE / DAC GE3	EZF-01	79
Microwave	CIRCUIT BREAKER 15 AMP SNAPAK	PWR-000052-TRM	226
Microwave	SIPQ-CABLES - All Equipment interconnections	SIPQ-CABLES	47
Microwave	<b>SPARES</b>		
Microwave	<b>IRU600v4</b>		
Microwave	RFU, MP, IRU600v4 IF TR, 5.8-L6-U6 GHz, 5725-7125 MHz	ERM-ATT-400	2
Microwave	RFU, MP, IRU600v4 IF TR, 10.5-11 GHz, 10500-11700 MHz	ERM-ACC-400	2
Microwave	RFU, EHP, IRU600v4 IF TR, L6 GHz, 5925-6425 MHz	ERE-AL6-400	
Microwave	RFU, EHP, IRU600v4 IF TR, U6 GHz, 6400-7125 MHz	ERE-AU6-400	2
Microwave	RFU, EHP, IRU600v4 IF TR, 11 GHz, 10700-11700 MHz	ERE-ABB-400	2
Microwave	FAN TRAY KIT, IRU600v4 (2 Fan Trays per Kit)	179-531050-001	2
Microwave	<b>ODU600v2</b>		
Microwave	ODU 600v2, 11 GHZ, PLANNING PART NUMBER	M-ECH-11	4
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	4
Microwave	<b>INUe</b>		
Microwave	INUe, 2RU FAN CARD EXTENDED LIFE	EXF-102	2
Microwave	Air Filter Assembly INUe	131-501768-001	2
Microwave	ECLIPSE, NODE CONTROLLER CARD, SERIAL MGMT V2	EXN-004	2
Microwave	NODE PROTECTION CARD, HIGH OUTPUT	EXS-002	2
Microwave	RAC 70, QPSK-4096QAM, NO XPIC, ACM	EXR-700-001	2

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	DAC 1550M, 1XSTM1/OC3 MUXED TO 63E1/84DS1, SM OPTICAL, S-1.1, SR, 15KM OR LESS	EXD-156-001	2
Microwave	NETWORK CONVERGENCE MODULE (NCM)	EXD-400-002	2
Microwave	ECLIPSE, DAC 16XE1/DS1 V3, PROTECTABLE	EXD-161-002	2
Microwave	DAC GE3 GIGABIT ETHERNET SWITCH CARD	EXD-181-002	2
Microwave	AUX, ALARM I/O CARD	EXA-001	2
Microwave	<b>JACKFIELDS</b>		
Microwave	JACKFIELD, FIXED, DSX-1, 56 CIRCUITS, 4 RU, 19 INCHES OR 23 INCHES WIDTH, FRONT WIREWRAP X-CONN, REAR WIREWRAP, BLACK, -48VDC INPUT (010-0156-0601)	TEL-010-0156-0601	39
Microwave	JACKFIELD, FIXED, DSX-1, 32 CIRCUITS, 2 RU, 19 INCHES OR 23 INCHES WIDTH, FRONT WIREWRAP X-CONN, REAR WIREWRAP, BLACK, -48VDC INPUT	TEL-010-0132-0101	23
Microwave	CIRCUIT BREAKER 1 AMP SNAPAK	PWR-000046-TRM	62
Microwave	<b>RACK &amp; ACCESSORIES</b>		
Microwave	RACK ASSY CRATED, 7' CHATSWORTH ALUMINUM, 1 BREAKER PNL W/10 BLANK COVERS AND NO BREAKERS	179-530307-0113	50
Microwave	RACK ASSY CRATED, 8' CHATSWORTH ALUMINUM, 1 BREAKER PNL W/10 BLANK COVERS AND NO BREAKERS	179-530307-0115	2
Microwave	Installation Kit, Aluminum Rack, Concrete Floor	179-530119-001	52
Microwave	GROUND BAR, KIT, RACK, R56 COMPLIANT, 72 INCHES L X 5/8 INCHES WIDE X 1/4 INCHES DEPTH	LOC-TRGBVKIT145872W	52
Microwave	CHANNEL MOUNTING, FORWARD, U-SHAPE, 4 INCHES LONG (FORWARD) X 5/8 INCHES WIDE X 1.75 INCHES HIGH (1 RU)	020-018475-005	156
Microwave	6A/6B POS., +/-48-24VDC, W/O BRKRS, 19"	PWR-000070-TRM	8
Microwave	STANDARD DC AND GND KIT	179-530118-001	8
Microwave	CIRCUIT BREAKER 3 AMP SNAPAK	PWR-000048-TRM	4
Microwave	ETHERNET CABLE, RJ45 CAT 5/CAT 5e, 2m (6.5')	037-579124-002	2
Microwave	ETHERNET CABLE, CAT5/CAT5E, RJ-45, 5 M LONG	037-579125-002	2
Microwave	ETHERNET CABLE, CAT5/CAT5E, RJ-45, 15 M LONG	037-579126-002	2
Microwave	<b>FLEXTWIST, WAVEGUIDE, ACCESSORIES</b>		
Microwave	<b>For ODU600v2 Remote-Mount reusing existing antenna</b>		
Microwave	WR90ODU-KIT (ONE KIT REMOTE MOUNT)	AND-WR90ODU-KIT	7
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 50M(164FT) CNT400 CCAL TYPE	037-579311-050	4
Microwave	CABLE, ODU, 9913 WITH CONN.GROUND KIT, 100M(328FT) CNT400 TYPE	037-579311-100	
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 150M(492FT) CNT400 CCAL TYPE	037-579311-150	6
Microwave	LIGHTNING ARRESTOR KIT, UNIVERSAL, 50 OHM, TYPE N, MALE TO FEMALE * This arrestor is supplied with a 1M long ground cable and	179-530062-002	10



SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
	a 2 hole termination lug		
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	103
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	103
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	103
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	163
Microwave	LMR-400 STANDARD BLK UV RATED	WEB-LMR-400	2200
Microwave	CONNECTOR KIT N TYPE M&F 400 TYPE CABLE	179-530057-001	16
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	8
Microwave	UNIVERSAL COAXIAL GROUNDING KIT	086-523257-001	24
Microwave	GROUND CONDUCTOR TOWER TERMINATION	023-380000-001	24
Microwave	WEATHERPROOFING KIT	011-390001-001	8
Microwave	HOISTGRIP, FOR 3/8IN CNT-400 CBL	AND-C2SGRIP	8
Microwave	THREAD ROD SUPPORT 12IN (305MM) LONG, KIT OF 5	AND-31771-4	19
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	73
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	73
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	73
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	140
Microwave	<b>For ODU600v2 Remote Mount - replace 10GHz to 11 GHz</b>		
Microwave	WR90ODU-KIT (ONE KIT REMOTE MOUNT)	AND-WR90ODU-KIT	6
Microwave	CABLE, ODU, 9913, WITH CONN/GROUND KIT, 50M(164FT) CNT400 CCAL TYPE	037-579311-050	10
Microwave	LIGHTNING ARRESTOR KIT, UNIVERSAL, 50 OHM, TYPE N, MALE TO FEMALE	179-530062-002	10
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	55
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	55
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	55
Microwave	WAVEGUIDE CUSHION HANGER, KITS, LMR-400 3/8" FLEX, 2-HOLE (BAG OF 5 KITS)	VLT-SRLR42-K	33
Microwave	LMR-400 STANDARD BLK UV RATED	WEB-LMR-400	1600
Microwave	CONNECTOR KIT N TYPE M&F 400 TYPE CABLE	179-530057-001	12
Microwave	KIT, LIGHTNING ARRESTOR, UNIVERSAL, 50 OHM, MALE TO FEMALE	179-530062-002	6
Microwave	UNIVERSAL COAXIAL GROUNDING KIT	086-523257-001	18
Microwave	GROUND CONDUCTOR TOWER TERMINATION	023-380000-001	18
Microwave	WEATHERPROOFING KIT	011-390001-001	6
Microwave	HOISTGRIP, FOR 3/8IN CNT-400 CBL	AND-C2SGRIP	6

SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
Microwave	THREAD ROD SUPPORT 12IN (305MM) LONG, KIT OF 5	AND-31771-4	6
Microwave	ADAPTER, ANGLE, SS, FOR MINI CLICK-ON HANGAERS (10/PK)	179-530160-005	52
Microwave	HARDWARE, SNGL STACK, SS, FOR MINI CLICK -ON HANGERS (10/PK)	AND-252027-10KT-P	52
Microwave	MINIATURE CLICK-ON HANGER FOR 9-12 MM	179-530160-007	52
Microwave	WG CUSHION ASSY LMR-400 3/8" FLEX, 2 HOLES (Bag of 5 Kits)	VLT-SRLR42-K	104
Microwave	<b>Changing 10GHz to 11GHz Materials</b>		
Microwave	<b>Antennas</b>		
Microwave	ANTENNA, 11 GHZ, 1.0 M (3FT), VALULINE, HPLP, REMOTE MOUNT, PARABOLIC (STD: WHITE), 10.1-11.7 GHZ, RADOME (STD: WHITE), CPR90G, SINGLE POLARIZED, CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 200 KMPH 1.0 m   3 ft ValuLine® High Performance Low Profile Antenna, single-polarized, 10.125–11.700 GHz, CPR90G flange, white antenna, composite broadband grey radome without flash, standard pack—one-piece reflector	AND-VHLP3-11W-6WH	18
Microwave	LEG MOUNT, UP TO 6 FEET ANTENNA DIAMETER, UP TO 8 INCHES DEPTH DIAMETER LEG, WITH WAVEGUIDE EQUIPMENT PROTECTION SHIELD KIT	179-530147-001	17
Microwave	<b>Waveguide &amp; Accessories</b>		
Microwave	ELLIPTICAL WAVEGUIDE STANDARD, 10.2-11.7 GHZ, BLACK PE JACKET, PER FOOT	AND-EW90-F	1470
Microwave	EW90INSTALL-KIT (ONE KIT PER WAVEGUIDE RUN)	AND-EW90INSTALL-KIT	12
Microwave	HARDWARE-KIT (ONE KIT PER 100FT)	AND-HARDWARE-KIT	16
Microwave	WG CUSHION EW-90 1 HOLE (Bag of 5 Kits)	VLT-SREW90-K	99
Microwave	ENTRY BOOT, 4" CABLE BOOT ASSEMBLY FOR EW90, 1-HOLE	020-500001-001	12
Microwave	<b>PROVISION NMS MANAGEMENT</b>		
Microwave	Provision INM Complete Single Server - Hardware and Software Configured INCLUDES: * PV-INM-GPS7118 PROVISION INM REMOTE INSTALLATION SERVICE - ONE PER INM SERVER * PV-INM-278-0182 PROVISION INM SERVER HARDWARE - SR6.0 SINGLE SERVER W12 HP DL380 G8 Rack Mountable 2RU 2-way, 12GB RAM, 6x146GB & 3x300GB HDDs, WS2012 R2 STD * PV-INM-SYBASE PROVISION INM SYBASE SOFTWARE * PV-INM-ADAPTERS PROVISION INM ADAPTERS	PV-INM-SERVER-001	1
Microwave	KVM SWITCH, 8-PORT NETDIRECTOR 1U RACKMOUNT CONSOLE KVM SWITCH W/17" LCD	LOC-B020-008-17	2
Microwave	MOUNTING BRACKET, 2-POST RACK MOUNT BRACKET FOR 614-100137-001 KVM CONSOLE	614-100137-002	1



SUBSYSTEM	DESCRIPTION	PART NUMBER	TOTAL QTY
MPLS	<b>NOKIA MPLS EQUIPMENT</b>		
MPLS	<b>Small MPLS Routers</b>		
MPLS	SAR-8 SHELF V2	DSMW3HE06791AA	42
MPLS	CONTROL SWITCH MODULE V2 (CSMV2) 48	DSMW3HE02774AB	84
MPLS	SAR RELEASE 9.0 BASIC OS LICENSE	DSMW3HE02784MA	42
MPLS	FAN MODULE (SAR-8 SHELF V2) EXT TEM	DSMW3HE06792EA	42
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	84
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	168
MPLS	<b>Large MPLS Routers</b>		
MPLS	SAR-18 SHELF	DSMW3HE04991AA	5
MPLS	CONTROL SWITCH MODULE FOR SAR-18	DSMW3HE04992AA	10
MPLS	SAR-18 RELEASE 9.0 BASIC OS LICEN	DSMW3HE05574HA	5
MPLS	FAN MODULE FOR SAR-18	DSMW3HE04993AA	5
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	20
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	40
MPLS	BREAKER, 10 AMP	DSSP4KHAM10B1A	120
MPLS	<b>Spares</b>		
MPLS	SAR-8 SHELF V2	DSMW3HE06791AA	4
MPLS	CONTROL SWITCH MODULE V2 (CSMV2) 48	DSMW3HE02774AB	8
MPLS	SAR RELEASE 9.0 BASIC OS LICENSE	DSMW3HE02784MA	4
MPLS	FAN MODULE (SAR-8 SHELF V2) EXT TEM	DSMW3HE06792EA	4
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	8
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	16
MPLS	SAR-18 SHELF	DSMW3HE04991AA	2
MPLS	CONTROL SWITCH MODULE FOR SAR-18	DSMW3HE04992AA	4
MPLS	SAR-18 RELEASE 9.0 BASIC OS LICEN	DSMW3HE05574HA	2
MPLS	FAN MODULE FOR SAR-18	DSMW3HE04993AA	2
MPLS	PMC CARD W/ 4 GIG-E SFP BUNDLE (1)	DSMW3HE11473AK	8
MPLS	SFP - GIGE BASE-T RJ45 R6/6 DDM -40	DSMW3HE11904AA	16
MPLS	<b>NMS</b>		
MPLS	FORTINET FIREWALL APPLIANCE	T8586	2
MPLS	2930F 24-PORT SWITCH	CLN1868	2

SECTION 2

# IMPLEMENTATION PLAN

## 2.1 STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola	EBRCSA
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		

Tasks	Motorola	EBRCSA
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola's control.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Ensure that sufficient space is available at the site for heavy-duty construction vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X



Tasks	Motorola	EBRCSA
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
<b>Site Planning</b>		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Prepare site construction drawings showing the layout of new and existing equipment.	X	
Review and approve site construction drawings.		X
Ensure that required rack space is available for installation of the new equipment.		
Deliverable: Information and permitting requirements completed at each site.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a desired location.		X

Tasks	Motorola	EBRCSA
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>System Staging</b>		
Ship all equipment needed for staging to Motorola's Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Deliverable: System staged and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control	X	



Tasks	Motorola	EBRCSA
line connection points. Installation performed in accordance with R56 standards and state/local codes.		
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat	X	

Tasks	Motorola	EBRCSA
that particular task after Motorola Solutions determines that corrective action has been taken.		
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
<b>PROJECT TRANSITION</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
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 items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola to provide services in conjunction with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	



Tasks	Motorola	EBRCSA
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>- Site Block Diagrams.</li> <li>- Site Floor Plans.</li> <li>- Site Equipment Rack Configurations.</li> <li>- ATP Test Checklists.</li> <li>- Functional Acceptance Test Plan Test Sheets and Results.</li> <li>- Equipment Inventory List.</li> <li>- Maintenance Manuals (where applicable).</li> <li>- Technical Service Manuals (where applicable).</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

## 2.2 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal for EBRCSA related to the design of the solution as well as to the project implementation:

1. All existing sites or equipment locations will have sufficient space available for the system described. Relocation or removal and/or reinstallation of any equipment to accommodate the installations are not covered and will be quoted separately.
2. All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
3. Motorola intends to reuse the existing DC Power system at all sites. The DC power system provided by EBRCSA will have sufficient power to support the old equipment and new equipment at each of the sites during the testing and migration period.
4. Any site/location upgrades or modifications are the responsibility of EBRCSA.
5. Any tower stress analysis or tower upgrade requirements are the responsibility of EBRCSA.
6. Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of EBRCSA.
7. Any inaccuracies in FCC data may drive additional services costs during field implementation. In addition, any other troubleshooting tasks related to frequency interference issues that are not directly attributable to Motorola are subject to additional service fees at rates define in this proposal.
8. As requested by EBRCSA, Motorola has removed the Carol Drive and Twin Peaks sites from the MW design and has not included any upgrade equipment for those sites.
9. Motorola has considered 1 future radio site in the MPLS design and has included the corresponding equipment for it.
10. The sites not included in the MPLS design will only support LMR traffic.



11. All ODU600 (outdoor RFU) will be remote-mounted to antenna and new 3ft Flextwist and new coaxial cables are proposed to replace existing coaxial cables. Assuming there is an existing conduit and passage for the Coax cable.
12. Existing antennas, centerlines and waveguide lines will be reused at most sites (with exception to those specifically mentioned in the Solution Description).
13. DC distribution panel is not more than 30 ft far from the MW equipment rack.
14. Motorola will reuse the existing Dehydrators and manifold systems, and those should be capable to support the new equipment.
15. Motorola has included one set of spares for each of the EBRCSA shops in Alameda County and Contra Costa County.
16. Demarcation point will be as follows:
  - For T1, it will be on new DS-1 circuits terminated on DSX-1 jackfield panel
  - For Ethernet, it will be on Ethernet port on the DACGE3
17. All equipment interconnections or termination points, unless specified otherwise, are estimated to be 50 feet. This project does not include any cabling between buildings, rooms, or floors, unless specifically identified in this proposal.
18. EBRCSA provided construction drawings will have sufficient details for Motorola engineering to order antenna mounting or any other related material required. Any re-engineering to provide correct mounts or material required by Motorola may increase cost to EBRCSA.
19. Motorola shall not be responsible for the condition of existing equipment or the deficiencies of non-Motorola provided labor.

## 2.3 ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features and functions of the installed equipment and/or software in order to verify that the solution operates according to its design. This plan will validate that EBRCSA's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities.

A detailed FATP will be developed and finalized during the Design Review.

## 2.4 TRAINING

Motorola has included the following customer training for the new MW solution:

Course Title	Sessions	Duration	Location	Date	Participants
Eclipse and ProVision Training	1	5 days	TBD	TBD	10



## 2.5 PROJECT SCHEDULE

The EBRCS Backhaul Network upgrade project would require a carefully developed deployment plan, keeping in mind the importance of continuous operations of the current network. Motorola has prepared a preliminary multi-year deployment plan designed to avoid network operations challenges by taking smaller and controlled upgrade steps.

The estimated time for completion of the entire upgrade project is approximately 24-27 months from the date of Contract signature (a high level project timeline is shown on the diagram below). A more detailed project schedule version will be prepared by the Motorola's assigned Project Manager during the Detailed Design Review, and then reviewed and approved by EBRCSA.

Year	Q1	Q2	Q3	Q4
2019			Proposal Preparation/Negotiations	PO
2020	MW Upgrade Project (Field Surveys)	SUA II A2019 Release Upgrade	MW Upgrade Project (Network Design, Manufacturing and Staging)	
2021	MW Upgrade Project (Installation and Integration)			Migrate Repeater and Dispatch Sites to Ethernet
	MPLS Network (Installation and Integration into MW network)			Migrate Simulcast Subsystems to Ethernet
2022	MW Upgrade Project (Closeout)	Migrate the remaining ASTRO25 System to Ethernet	SUA II A2021 Release Upgrade	
	MPLS Network (Closeout)			

### 2.5.1 Microwave Cutover Plan

Motorola has put special emphasis on the Microwave cutover methodology, keeping in mind the importance of continuous operations of the current network:

- The cutover will be at DS-1 and Ethernet Level starting at middle of ring and working way out with hop by hop replacement. Crews are needed at both ends of hop during the cutover to minimize the downtime.
- The cutover will be executed in different phases to allow the customer to implement the network over the project lifecycle.
- It is recommended to complete one ring at the time with the following sequence: CCCO ring, ALCO and Richmond Mini loop. The loop protection will not be available when working on each loop until each individual loop is completed with new radio replacement.
- The spur hops can be done after loops are completed.

A detailed cutover plan will be developed once the field site survey is completed (post contract award).

## **2.6 WARRANTY SERVICES**

### **2.6.1 Microwave Equipment**

Motorola will pass through to EBRCSA the Aviat standard hardware repair warranty for a period of 3 Years from the shipment date.

### **2.6.2 MPLS Equipment**

Motorola will pass through to EBRCSA the Nokia standard hardware repair warranty for a period of 1 Year from the shipment date.



SECTION 3

# PRICING

Motorola is pleased to provide the following equipment and services to EBRCSA:

## 3.1 MW UPGRADE AND MPLS IMPLEMENTATION

Description	Price (USD)
<b>Equipment</b>	
MW Equipment	\$4,266,656
MPLS Equipment	\$1,013,790
<b>Equipment Subtotal</b>	<b>\$5,280,446</b>
<i>Equipment Discount - Contract Level</i>	<i>-\$792,941</i>
<b>Equipment Total (after Contract Discount)</b>	<b>\$4,487,505</b>
<b>System Integration Services</b>	<b>\$4,570,889</b>
<b>Project Total</b>	<b>\$9,058,394</b>
<i>One Time System Discount (for Contract by December 14th, 2019)</i>	<i>-\$858,394</i>
Estimated <b>Sales Tax</b> on Equipment (9.25%)	\$375,759
<b>Project Total (with all Discounts and Tax)</b>	<b>\$8,575,759</b>

## 3.2 MUNICIPAL LEASE FINANCING OPTIONS

Motorola is proposing the following options to EBRCSA for municipal lease financing:

- 3 Years → \$3,008,880 per year
- 5 Years → \$1,852,371 per year
- 7 Years → \$1,353,834 per year

The first payment is scheduled one year after lease execution.

## 3.3 LIFECYCLE SERVICES (OPTIONAL)

Lifecycle Maintenance and Support Services can be proposed at EBRCSA's request.

SECTION 4

# CONTRACTUAL DOCUMENTATION

This proposal is based upon providing the project under a Change Order to the Communications System Agreement (CSA) between EBRCSA and Motorola, dated July 7, 2009, extended on July 6, 2012, and extended again on July 6, 2017 through July 6, 2020.



**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**  
**10 YEAR CASH FLOW PROJECTION**

	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	FY 2028-29	FY 2029-30
	Actual	Budget	Forecast								
<b>Operating Reserve</b>											
Balance - beginning	\$ 1,733,162	\$ 2,012,311	\$ 2,225,000	\$ 2,196,000	\$ 2,248,601	\$ 2,316,059	\$ 2,385,540	\$ 2,457,107	\$ 2,530,821	\$ 2,606,745	\$ 2,684,948
Receipts from members	6,293,158	6,638,000	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400	6,655,400
Payments to suppliers	(4,024,621)	(4,450,000)	(4,392,000)	(4,497,201)	(4,632,117)	(4,771,080)	(4,914,213)	(5,061,641)	(5,213,490)	(5,369,895)	(5,530,992)
Transfer to Capital Reserve	(1,989,389)	(1,975,311)	(2,292,400)	(2,105,599)	(1,955,825)	(1,814,839)	(1,669,621)	(1,520,045)	(1,365,986)	(1,207,303)	(1,043,860)
<b>Balance - ending</b>	<b>2,012,311</b>	<b>2,225,000</b>	<b>2,196,000</b>	<b>2,248,601</b>	<b>2,316,059</b>	<b>2,385,540</b>	<b>2,457,107</b>	<b>2,530,821</b>	<b>2,606,745</b>	<b>2,684,948</b>	<b>2,765,496</b>

<b>Debt Service Reserve</b>											
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	-	-	-
Service payment	1,123,988	1,232,000	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	-	-	-
Principal	(473,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-	-	-
Bond interest	(175,024)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-	-	-
Transfer to Capital Reserve	(475,964)	(582,000)	(572,248)	(572,248)	(572,248)	(572,248)	(572,248)	(1,572,248)	-	-	-
<b>Balance - ending</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>						

<b>Capital Reserve</b>											
Balance - beginning	7,943,576	8,588,225	9,079,535	10,031,153	10,795,970	11,411,013	11,885,069	12,213,908	13,393,171	12,846,126	13,803,429
Grants	142,778	-	-	-	-	-	-	-	-	-	-
Transfer in	2,465,353	2,557,311	2,864,648	2,677,847	2,528,073	2,387,087	2,241,869	3,092,293	1,365,986	1,207,303	1,043,860
Capital	(1,963,482)	(2,066,000)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(1,913,030)	(250,000)	(250,000)
<b>Balance - ending</b>	<b>8,588,225</b>	<b>9,079,535</b>	<b>10,031,153</b>	<b>10,795,970</b>	<b>11,411,013</b>	<b>11,885,069</b>	<b>12,213,908</b>	<b>13,393,171</b>	<b>12,846,126</b>	<b>13,803,429</b>	<b>14,597,288</b>

<b>TOTAL RESERVE BALANCE</b>	<b>\$ 11,600,535</b>	<b>\$ 12,304,535</b>	<b>\$ 13,227,153</b>	<b>\$ 14,044,570</b>	<b>\$ 14,727,071</b>	<b>\$ 15,270,609</b>	<b>\$ 15,671,014</b>	<b>\$ 15,923,991</b>	<b>\$ 15,452,871</b>	<b>\$ 16,488,376</b>	<b>\$ 17,362,784</b>
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<b>SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS</b>											
Administration	\$ (240,143)	\$ (433,000)	\$ (307,970)	\$ (317,209)	\$ (326,725)	\$ (336,527)	\$ (346,623)	\$ (357,022)	\$ (367,733)	\$ (378,765)	\$ (390,128)
Audit fees	(10,657)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Insurance	(25,902)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)	(52,191)
Lease	(68,364)	(70,000)	(72,100)	(74,263)	(76,491)	(78,786)	(81,150)	(83,585)	(86,093)	(88,676)	(91,336)
Legal	(9,661)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Licenses and permits	(3,264)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,821)	(36,896)	(38,003)	(39,143)
Membership fees	(8,446)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)	(13,048)
<b>Maintenance</b>											
Customer svc. agmt.	(1,064,291)	(1,080,000)	(1,088,000)	(1,099,000)	(1,131,970)	(1,165,929)	(1,200,907)	(1,236,934)	(1,274,042)	(1,312,263)	(1,351,631)
SUA II	(957,763)	(974,000)	(980,000)	(1,009,400)	(1,039,682)	(1,070,872)	(1,102,998)	(1,136,088)	(1,170,171)	(1,205,276)	(1,241,434)
System management	(303,877)	(262,000)	(264,000)	(267,000)	(275,010)	(283,260)	(291,758)	(300,511)	(309,526)	(318,812)	(328,376)
HVAC	(22,914)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Generators	(46,338)	(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)	(760,062)	(782,864)
COCO maintenance	(193,180)	(230,000)	(236,900)	(244,007)	(251,327)	(258,867)	(266,633)	(274,632)	(282,871)	(291,357)	(300,098)
CSI telecommunications	(79,174)	(200,000)	(206,000)	(212,180)	(218,545)	(225,101)	(231,854)	(238,810)	(245,974)	(253,353)	(260,954)
Microwave maintenance	(195,089)	(180,000)	(185,400)	(190,962)	(196,691)	(202,592)	(208,670)	(214,930)	(221,378)	(228,019)	(234,860)
Miscellaneous	(9,444)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,001)	(19,571)
Security	(10,697)	(12,000)	(12,360)	(12,731)	(13,113)	(13,506)	(13,911)	(14,328)	(14,758)	(15,201)	(15,657)
Utilities	(171,734)	(210,000)	(216,300)	(222,789)	(229,473)	(236,357)	(243,448)	(250,751)	(258,274)	(266,022)	(274,003)
Web site hosting	(3,683)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)	(5,219)
<b>Payments to suppliers</b>	<b>\$ (4,024,621)</b>	<b>\$ (4,450,000)</b>	<b>\$ (4,392,000)</b>	<b>\$ (4,497,201)</b>	<b>\$ (4,632,117)</b>	<b>\$ (4,771,080)</b>	<b>\$ (4,914,213)</b>	<b>\$ (5,061,641)</b>	<b>\$ (5,213,490)</b>	<b>\$ (5,369,895)</b>	<b>\$ (5,530,992)</b>



**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. 9.4**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: December 4, 2020**

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

**FROM:** Sheriff G. Ahern, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Approval of 2021 Meeting Schedule

**RECOMMENDATIONS:**

Approve the 2021 Meeting Schedule.

**SUMMARY/DISCUSSION:**

The Board of Directors will review the 2021 meeting schedule for the Board of Directors, Finance Committee, Operations Committee, and Technical Advisory Committee Meetings.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the 2021 Meeting Schedule.

Attachment "A" – Draft 2021 Calendar



# **East Bay Regional Communications System Authority**



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## **2021 EBRCSA Board and Committee Meeting Schedule**

### **Board of Directors**

March 5	10:00-12:00	Assembly Room, Alameda County OES
May 7	10:00-12:00	Assembly Room, Alameda County OES
September 24	10:00-12:00	Assembly Room, Alameda County OES
December 3	10:00-12:00	Assembly Room, Alameda County OES

### **Committees:**

February 19

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

April 2

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

September 3

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

November 5

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

TAC Meetings: First Thursday of the Month 09:30-11:00 in Room 1013 (if available) or 40% side

January 7

February 4

March 4

April 1

May 6

June 3

July 1

August 5

September 2

October 7

November 4

December 2

Revised: 10/30/2020



**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. 9.5**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: December 4, 2020**

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

**FROM:** Sheriff G. Ahern, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Annual Election of a Board Chair and Vice Chair as Required by the JPA Agreement and Bylaws

**RECOMMENDATIONS:**

Elect a Board Chair and Vice Chair, as required by the JPA Agreement and Bylaws.

**SUMMARY/DISCUSSION:**

The JPA Agreement and Bylaws for the Authority state that the Board Presiding officers shall be a Chair and Vice-Chair, elected annually from among its membership, to preside at meetings. In the absence of the Chair, the Board shall be presided over by the Vice-Chair. The positions of Chair and Vice-Chair will be filled by a representative from each County. If the Chair is from Alameda County, the Vice-Chair will be from Contra Costa County. If the Chair is from Contra Costa County, the Vice-Chair will be from Alameda County.

The Board of Directors will receive nominations from sitting members of the Board to fill the positions of Chair and Vice-Chair. The Board will vote on the nominations for Chair and Vice-Chair following Roberts's Rules of Order. The newly elected Chair and Vice Chair will assume their positions at the conclusion of the meeting and will continue in the positions for one year.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors elect a Board Chair and Vice Chair as required by the JPA Agreement and Bylaws, to serve a term of one year.