



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 SPECIAL MEETING

NOTICE OF SPECIAL MEETING

DATE: October 28, 2022

TIME: 10:00 a.m.

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

Notice is hereby given that a Special Meeting of the East Bay Regional Communications System Authority will be held on Friday, October 28, 2022, at 10:00 a.m.

Meeting Procedure During Coronavirus (COVID-19) Outbreak:

Pursuant to the provisions of California Governor's March 4, 2020 State of Emergency Declaration and enactment of Assembly Bill 361 on September 16, 2021 which adopted exemptions to the Ralph Brown M. Act and the proposed findings to be adopted by the Board at this meeting, this meeting will be conducted by teleconference only in accordance with Government Code section 54953(e). No physical location will be available for this meeting. Members of the public may participate in this meeting, on Zoom at Meeting ID: 827 9581 2898 and Passcode: 078132 or by calling 1-253-215-8782. This meeting agenda is available online at <http://www.ebrcsa.org/meetings/board-of-directors.page>,

- 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

1. Call to Order/Roll Call:

Time: 10:00 a.m.

2. 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 the Ralph Brown M. Act, no action or discussion may take place on any item not appearing on the posted agenda. If the matter requires action, it will be referred to

staff and/or placed on the next Board 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.

3. **Consent Calendar:** Consent Calendar items are typically non-controversial in nature and are considered for approval by the East Bay Regional Communications System Authority Board with one single action. Members of the audience, Staff or the Board of Directors who would like an item removed from the Consent Calendar for purposes of public input may request the Board Chair to remove the item.

- 3.1 **Adoption of AB 361 Findings to Allow Teleconferenced Meetings**

- 3.2 **Approval of Minutes of the September 9, 2022 Special Board of Directors Meeting**

- 3.3 **Approve First Amendment to Services Agreement for Administrative Assistant Services**

- 3.4 **Approve Budget Adjustment FY 21/22**

4. **Committee Updates:**

- 4.1 **Receive Informational Report on Recent Finance Committee Activities**

- 4.2 **Receive Informational Report on Recent Operations Committee Activities**

5. **Reports:**

- 5.1 **Receive an Update on Walton Lane**

- 5.2 **Receive an Update on Encryption**

- 5.3 **Receive an Update on Microwave and Ethernet/MPLS Project**

- 5.4 **Receive Update on 10 Year Plan**

6. **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 24 hours in advance of the meeting.

I hereby certify that the attached agenda was posted 24 hours before the noted meeting.

Tom McCarthy

Tom McCarthy
Executive Director
Dated: 10/25/2022

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East Bay Regional Communications System Authority



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AGENDA ITEM NO. 3.1.

AGENDA STATEMENT BOARD OF DIRECTORS MEETING MEETING DATE: October 28, 2022

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

FROM: Thomas McCarthy, Executive Director

SUBJECT: Continuation of AB 361 Findings to Allow Teleconferenced Meeting.

RECOMMENDATIONS:

Staff recommends that the Board of Directors of the East Bay Regional Communications System Authority (“**Authority**”) consider adopting the proposed Resolution to continue conducting Board of Director and all other Authority Committee meetings remotely due to health and safety concerns for the public and making related findings in compliance with Assembly Bill 361 (2021) (“**AB 361**”) effective October 30, 2022 through November 29, 2022.

SUMMARY/DISCUSSION:

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act (“**Brown Act**”) in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

The Board of Directors established virtual meetings. The virtual meetings have allowed the Board to continue to conduct its business from remote locations while ensuring the public’s continued access to government meetings in a safe manner.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses

that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to in person public meetings. Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within Alameda and Contra Costa Counties.

On August 2, 2021 the Alameda and Contra Costa County Health Officers issued Public Health Orders requiring all individuals in both Counties, regardless of vaccination status, to wear face coverings in all indoor public settings and businesses for the control of COVID-19. These

On September 16, 2021, Governor Newsom signed AB 361, which was an urgency measure that became effective on October 1, 2021, and it allows a local agency to use teleconferencing for public meetings during a Governor-proclaimed state of emergency as long as the legislative body adopts findings every 30 days that: 1) meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency; or 2) state or local officials have imposed or recommended measures to promote social distancing.

Since the Health Officers' August Orders were issued, the highly contagious Omicron Variant has emerged, and resulted in the greatest nationwide infection rate since the beginning of the COVID-19 pandemic.

Alameda County and Contra Costa County Health Officers rescinded the prior Health Officer Orders regarding indoor masking and aligned with the California Department of Public Health (CDPH) Guidance lifting indoor mask mandates for vaccinated persons beginning February 16, 2022. However, unvaccinated individuals over age 2 will continue to be required to wear masks in all indoor public settings, and businesses may determine their own protocols to protect staff and patrons and may choose to require all patrons to wear masks.

Bay Area health officers continue to strongly recommend masks be used as an effective tool to prevent the spread of COVID-19, especially in crowded or poorly ventilated indoor public settings. Indoor masking is still required by the State for everyone, regardless of vaccination status, in public transportation; health care settings; congregate settings like correctional facilities and homeless shelters; long term care facilities; and in K-12 schools and childcare settings.

In such circumstances, a legislative body is not required to make available a physical location from which members of the public may observe the meeting and offer public comment or required to have a quorum of the members of the legislative body participate from locations within the boundaries of the agency's jurisdiction in the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The legislative body holds a meeting during a proclaimed state of emergency to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The legislative body must make certain findings by majority vote every 30 days to continue using AB 361's teleconferencing requirements.

An additional provision of AB 361 states that, in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body is prohibited from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.

These new provisions are only operative until January 1, 2024, at which point they are repealed, and the prior Brown Act teleconferencing requirements become effective again.

The CDPH and the Federal Centers for Disease Control and Prevention (CDC) caution that the Delta and Omicron Variants of COVID-19 are more transmissible than prior variants of the virus, may cause more severe illness, and even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations.

The Authority meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a State of Emergency related to the COVID-19 pandemic; and
- County Health Orders strongly recommend that individuals in indoor public spaces wear masks and the CDC recommends social distancing of at least six feet if an individual is not up to date on COVID-19 vaccinations/boosters due to COVID-19; and
- The Delta and Omicron Variants of COVID-19 have resulted in a significant increase of COVID-19 cases within the state and throughout Alameda and Contra Costa Counties.

Thus, meeting in person for Board and Authority Committee meetings would present imminent risks to the health and safety of attendees, the Board and staff. In the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, Authority staff recommends invoking the provisions of Assembly Bill 361 related to teleconferencing.

The Board must make its own determination and findings, no later than 30 days after the adoption of this initial Resolution, in order to continue holding teleconferenced meetings in accordance with AB 361. At this time, Staff intends to schedule special Board meetings every 30 days, if necessary, to consider adoption of similar findings in the future.

FINANCIAL IMPACT:

None.

COMMITTEE ACTION:

None.

RECOMMENDED ACTION:

It is recommended that the Board of Directors consider adopting the proposed Resolution to continue conducting Board of Director and all other Authority Committee meetings remotely due to health and safety concerns for the public and making related findings in compliance with AB 361 effective October 30, 2022 through November 29, 2022.

Attachments:

Exhibit "A" – Proposed Resolution

RESOLUTION NO. 22 - XX

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

**AUTHORIZING TELECONFERENCE MEETINGS PURSUANT TO ASSEMBLY BILL
361 EFFECTIVE OCTOBER 30, 2022 THROUGH NOVEMBER 29, 2022**

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Government Code section 8550 et seq. (Declaration); and

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive order N-29- 20 (Executive Order), which suspended the teleconferencing rules set forth in California Open Meeting law, the Ralph M. Brown Act (California Government Code §§ 54950 – 54963), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Gavin Newsom issued Executive Order N-08- 21, which clarified the suspension of the teleconferencing rules set forth in the Ralph M. Brown Act and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361, which provides that under Government Code section 54953(e), a legislation body subject to the Ralph M. Brown Act may continue to meet using teleconferencing without complying with the non-emergency teleconferencing rules in Government Code section 54953(b)(3) if a proclaimed state of emergency exists and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, such conditions exist in the East Bay Regional Communications System Authority (EBRCSA) jurisdiction. In addition to the Governor’s Declaration, both the Alameda and Contra Costa County Health Officers have issued numerous Health Orders regarding safety protocols during the COVID-19 pandemic. In particular, on August 2, 2021, both the Contra Costa County and Alameda County Health Officers issued an Order requiring all individuals in the County, regardless of vaccination status, to wear face coverings in all indoor public settings and businesses for the control of COVID-19; and

WHEREAS, the California Department of Public Health (CDPH) and the Federal Centers for Disease Control and Prevention (CDC) caution that the Delta and Omicron Variants of COVID-19, are more transmissible than prior variants of the virus, may cause more severe illness, and even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; and

WHEREAS, on February 16, 2022, the Health Officers’ Orders were modified to strongly recommend all individuals in the Counties, regardless of vaccination status, to wear face coverings in all indoor public settings and businesses for the control of COVID-19; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, EBRCSA intends to invoke the provisions of Assembly Bill 361 related to teleconferencing in the manner authorized by Government Code § 54953(e), and such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code § 54953(e)(2); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of East Bay Regional Communications System Authority as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by reference.
2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Ralph M. Brown Act, the Board of Directors makes the following findings:
 - a. The Board of Directors has considered the circumstances of the state of emergency; and
 - b. The state of emergency, as declared by the Governor, continues to directly impact the ability of the Board of Directors, including EBRCSA's legislative bodies and staff, as well as staff and members of the public, from meeting safely in person; and
 - c. The CDC, Alameda and Contra Costa Counties Departments of Public Health continue to recommend physical distancing of at least six feet if an individual is not up to date on COVID-19 vaccinations/boosters due to COVID-19 and as a result of the presence of COVID-19 and the Delta and Omicron Variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.
3. The Board of Directors and EBRCSA's legislative bodies may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public and staff in accordance with the provisions of Government Code section 54953(e).
4. The Board of Directors will revisit the need to conduct meetings remotely within 30 days of the adoption of this resolution.
5. Staff is authorized and directed to take all actions necessary to implement the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other application provisions of the Ralph M. Brown Act; and
6. Staff is directed to return no later than 30 days after this resolution is adopted with an item for the Board of Directors of East Bay Regional Communications System Authority to consider whether to continue meeting under the provisions of Assembly Bill 361.

PASSED AND ADOPTED by the Board of Directors of East Bay Regional Communications System Authority at a regular meeting on the 28th day of October 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST: _____
Caroline P. Soto, Secretary



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 3.2.

**AGENDA STATEMENT
BOARD OF DIRECTORS SPECIAL MEETING
DATE: OCTOBER 28, 2022**

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 Minutes of the September 9, 2022 Special Board of Directors Meeting

RECOMMENDATIONS:

Approve the minutes of the September 9, 2022 Special Board of Directors meeting.

SUMMARY/DISCUSSION:

The Board of Directors will consider approval of the minutes of the September 9, 2022 Special Board of Directors meeting.

RECOMMENDED ACTION:

It is recommended that the Board of Directors approve the minutes of the September 9, 2022 Special Board of Directors meeting.

Attachments:

Exhibit "A" – Minutes September 9, 2022 EBRCSA Special Board of Directors Meeting



East Bay Regional Communications System Authority



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BOARD OF DIRECTORS SPECIAL MEETING

SPECIAL MEETING

DATE: September 9, 2022

TIME: 10:00 a.m.

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

DRAFT MINUTES

A Special meeting of the East Bay Regional Communications System Authority was held on Friday, September 9, 2022, remotely via Zoom Video Communications.

1. Call to Order/Roll Call: 10:00 a.m.

Boardmembers Present: Bms. G. Ahern, C. Andersen, J. Calabrigo, M. Casten, A. Ciaburro, J. Diaz, T. Dupuis, R. Freeman, J. King, C. Nice, M. Nino, E. Reiskin, M. Rodriguez, L. Smith, D. Swing, B. Woerner

Staff Present: T. McCarthy, C. Soto

2. Public Comments: None.

3. Consent Calendar:

On motion of Bm. Nice, seconded by Bm. King and by unanimous vote, the Board of Directors adopted Consent Calendar items 3.1 – 3.2.

3.1 Adopted Resolution No. 22-10 Authorizing Teleconference Meetings Pursuant to Assembly Bill 361 Effective September 30, 2022 through October 29, 2022

3.2 Approved the Minutes of the August 12, 2022 Board of Directors Meeting

4. **Adjournment:** With no further business coming before the Board, the meeting was adjourned at 10:05 a.m.

Caroline P. Soto
Authority Secretary

DRAFT



**East Bay Regional
Communications
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AGENDA ITEM NO. 3.3.

**AGENDA STATEMENT
BOARD OF DIRECTORS
MEETING DATE: October 28, 2022**

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 Administrative Assistant Soto

RECOMMENDATIONS:

Adopt a Resolution approving the First Amendment to the Agreement with Caroline Soto for administrative assistant services with the East Bay Regional Communications System Authority.

SUMMARY/DISCUSSION:

On September 16, 2015, East Bay Regional Communications System Authority (EBRCSA), entered an Agreement with Caroline Soto for Administrative Assistant services (“Agreement”). The hourly rate for such services pursuant to the Agreement has not increased since 2015. Thus, staff recommended on October 14, 2022 to both the Operations and Finance Committees that the Committees recommend to the Board that it authorize a First Amendment to the Agreement increasing the hourly rate of compensation.

In particular, staff proposed an increase from \$70.00 per hour to \$97.00 to take effect on October 30, 2022 based upon the increase to the Consumer Price Index (CPI) for the years 2015-2022 as follows.

January – December CPI - % Increase

<u>Year</u>	<u>% Increase</u>	<u>Beginning Hourly</u>	<u>Adjusted Hourly</u>
2015	3.20%	\$70.00	\$72.00
2016	3.50%	\$72.00	\$75.00
2017	2.90%	\$75.00	\$77.00
2018	4.50%	\$77.00	\$80.00
2019	2.50%	\$80.00	\$82.00
2020	1.70%	\$82.00	\$83.00
2021	7.60%	\$83.00	\$89.00
2022	8.80%	\$89.00	\$97.00

FISCAL IMPACT:

The Committees discussed and recommended that the Board of Directors adopt a resolution authorizing the proposed First Amendment. If the Board authorizes the First Amendment, the increase would equal approximately \$20,370.00 for the Fiscal Year 2022/2023 based on the hours Ms. Soto billed EBCRSA for her services in Fiscal Year 2021/2022 and would not require a budget adjustment to the 2022/2023 Budget. Authorization would also not require an increase in the fee’s to EBCRSA Members.

EBRCSA Operating Budget Administration

OPERATING EXPENSES FY21-22

Administration Assistant	FY 21-22 Final Budget	FY21-22 Projected	FY22-23 Budget	Change FY22/FY23
	\$40,000	\$11,273	\$40,000	(\$28,727)

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 Administrative Assistant Soto’s Agreement set forth in Exhibit “B”.

Attachment:

- Attachment “A” – Standard Services Agreement with Administrative Assistant Soto
- Attachment “B” – Proposed First Amendment to the Services Agreement with Caroline Soto
- Attachment “C” - Consumer Price Index
- Attachment “D” - Resolution

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

This Agreement ("Agreement"), dated as of September 16, 2015, is by and between the East Bay Regional Communications System Authority ("EBRCSA"), and Caroline P. Soto ("Contractor").

RECITALS

Whereas, EBRCSA desires to obtain support services ("Services"), as more fully described in Exhibit A hereto, "Scope of Services;" and

Whereas, 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 hereto agree as follows:

GENERAL TERMS AND CONDITIONS

1. **SCOPE OF SERVICES; PAYMENT; EXHIBITS.** Contractor agrees to provide all Services described in Exhibit A, for payment pursuant to Exhibit B, Payment Terms. Exhibits A and B are attached hereto and incorporated herein by this reference, for a term of one year commencing with the execution of this agreement.
2. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor and can perform work for others absent a conflict of interest. Contractor is not the agent or employee of EBRCSA in any capacity whatsoever and EBRCSA shall not be liable for any acts or omissions by Contractor or for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, 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 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 her said work and functions at all times in strict accordance with currently approved methods and practices in her field and acknowledges that the sole interest of EBRCSA is to insure that said Services shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by EBRCSA.

Notwithstanding the foregoing, if EBRCSA 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 to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

3. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify EBRCSA, its Board of Directors, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of Services under this Agreement, provided that any such claim, loss, damage, liability or expense is 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. EBRCSA may, at its option, participate in the defense of any such claim without relieving Contractor of any obligation hereunder. All insurance shall name the EBRCSA, its directors, officers, agents and employees (if any) as additional insureds and shall provide primary coverage with respect to the EBRCSA.
4. **INSURANCE:** Contractor shall maintain at all times during the performance of this Agreement a general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000 and an automobile liability insurance policy in the minimum amount of \$300,000, to cover any claims arising out of Contractor's performance of Services under this Agreement. All insurance shall name EBRCSA, its directors, officers, agents and employees (if any) as additional insureds and shall provide primary coverage with respect to EBRCSA. All insurance policies shall: (a) 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 EBRCSA Executive Director; (b) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and (c) be approved as to form and sufficiency by the EBRCSA Executive Director. Contractor shall promptly forward all insurance documents to 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. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
8. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to 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 EBRCSA, the Contractor, or third parties at the request of the Contractor (collectively, "Documents and Materials"). This assignment explicitly includes the electronic copies of all above stated documentation.

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, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. 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 EBRCSA and any assignee of EBRCSA an express royalty-free license to retain and use said Documents and Materials. EBRCSA's rights under this Section 8 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..

9. **CONFLICT OF INTEREST; CONFIDENTIALITY:** Contractor covenants that she presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Contractor represents to and agrees with the EBRCSA that Contractor has no present, and will have no future, interest adverse or potentially adverse to EBRCSA, as determined in the reasonable judgment of the Board of Directors of EBRCSA.

Contractor agrees that any information, whether proprietary or not, made known to or discovered by her during the performance of or in connection with this Agreement will be kept confidential and not be disclosed to any other person. Contractor agrees to immediately notify EBRCSA in accordance with Section 9 of this Agreement, if she is requested to disclose any information made known to or discovered by her during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of Services to EBRCSA hereunder.

10. **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: Tom McCarthy

To Contractor: Caroline P. Soto
7693 Cardigan Court
Dublin, CA 94568
(925) 803-5895

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.

11. **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 her obligations under this Agreement.
12. **TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days written notice pursuant to Section 10 of this Agreement. In the event of termination, Contractor shall be entitled to payment, but only for Services provided hereunder prior to the effective date of said termination. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for her Services shall be limited to payment for time actually worked prior to the effective date of said termination.
13. **CHOICE OF LAW; VENUE:** This Agreement shall be governed by the laws of the State of California. Venue for any litigation shall be in Alameda County, California.
14. **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.

15. **HEADINGS:** Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
16. **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.
17. **ASSURANCE OF PERFORMANCE:** If at any time EBRCSA believes Contractor may not be adequately performing her obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, EBRCSA may 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 its 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 is a material breach under this Agreement.
18. **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.
19. **SIGNATORIES:** By signing this Agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

[SIGNATURES ON FOLLOWING PAGE.]

Contract No. 15-001

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: Thomas S. McCarthy
Signature

By: Caroline P. Sato
Signature

Name: THOMAS S. MCCARTHY
(Printed)

Name: Caroline P. Sato
(Printed)

Title: EXECUTIVE DIRECTOR

Title: Administrative Assistant

Date: Sept. 16, 2015

Approved as to form:

Robin Donoghue, Authority Counsel



**EXHIBIT A
DEFINITION OF SERVICES**

Contractor shall provide general support services to the EBRCSA on an hourly basis as listed below:

General administrative support, including preparation of agendas, minutes, staff reports, and resolutions for the Board of Directors and committee meetings.

Staff the Board of Directors meetings to insure adherence to Brown act requirements and take minutes of the meeting

Assist the Executive Director with State mandated filings for board members and other filings required for the Authority

Provide clerical assistance to the Executive Director

Keep the EBRCSA web site up to date and post all documents supporting the Board of Directors and Committee meetings of the EBRCSA

Assist with the management and processing of invoices for the collection of funds to support the Authority

**EXHIBIT B
PAYMENT TERMS**

1. East Bay Regional Communications System Authority (EBRCSA) will pay Contractor within thirty (30) days, upon receipt of invoice.
2. Invoices will be approved by the EBRCSA, Executive Director or Chair of the Board of Directors
3. Payment under the terms of this Agreement, the Contractor will be compensated at seventy dollars (\$70) per hour for hours worked. This amount will be considered total compensation for work performed.
4. Upon award of this Agreement by EBRCSA, EBRCSA and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be convenient to both parties and will be flexible. The contractor will be responsible to track hours worked on a daily basis and submit bi-weekly time sheets detailing hours worked.

**FIRST AMENDMENT TO
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
SERVICES AGREEMENT WITH CAROLINE P. SOTO FOR SERVICE AS
ADMINISTRATIVE ASSISTANT**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (“**First Amendment**”), dated as of October 30, 2022 ("Effective Date"), is entered into between the EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (“**the Authority**”) and CAROLINE P. SOTO (“Soto”), (collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into a Standard Services Agreement, dated September 16, 2015, Contract Number 15-001 with respect to the provision of Administrative Assistant services by Soto 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 Ninety-Seven (\$97.00) Dollars ~~Seventy Dollars \$70.00~~ 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: _____

CAROLINE P. SOTO

**FOR EAST BAY REGIONAL
COMMUNICATIONS SYSTEM AUTHORITY**

By: _____

Name: _____

Title: _____

Approved as to form:

Laura McKinney, Authority Counsel

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
December 2021

(All items indexes, 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending					Year ending	1 Month ending	
	Dec 2020	Nov 2021	Dec 2021	Nov 2021	Dec 2021	Dec 2021	Dec 2020	Nov 2021	Dec 2021	Nov 2021	Dec 2021	Dec 2021
U. S. City Average.....	260.474	277.948	276.802	6.8	7.0	0.3	254.081	273.042	273.925	7.6	7.8	0.3
West.....	276.593	294.986	296.102	6.5	7.1	0.4	288.282	287.891	289.076	7.2	7.8	0.4
West - Size Class A ¹	285.258	303.213	304.574	6.2	6.8	0.4	275.600	294.476	295.852	6.8	7.4	0.5
West - Size Class B/C ²	160.840	172.214	172.722	6.9	7.4	0.3	160.507	172.916	173.533	7.6	8.1	0.4
Mountain.....	107.489	116.065	116.728	7.7	8.8	0.6	107.850	117.093	117.779	8.3	9.2	0.6
Pacific.....	107.471	114.103	114.454	6.1	6.5	0.3	107.640	115.067	115.475	6.8	7.3	0.4
Los Angeles-Long Beach-Anaheim, CA.....	279.560	296.790	297.925	6.0	6.6	0.4	270.167	287.940	288.910	6.4	6.9	0.3
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
	Nov 2020	Sep 2021	Nov 2021	Sep 2021	Nov 2021	Nov 2021	Nov 2020	Sep 2021	Nov 2021	Sep 2021	Nov 2021	Nov 2021
	Riverside-San Bernardino-Ontario, CA ³	108.626	115.557	117.206	6.8	7.9	1.4	109.021	116.254	117.840	7.0	8.1
San Diego-Carlsbad, CA.....	306.334	324.138	326.422	6.6	6.6	0.7	280.228	309.351	311.014	7.2	7.2	0.9
Urban Hawaii.....	286.872	301.691	302.332	5.0	5.4	0.1	284.293	299.128	300.106	5.2	5.6	0.3
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
	Dec 2020	Oct 2021	Dec 2021	Oct 2021	Dec 2021	Dec 2021	Dec 2020	Oct 2021	Dec 2021	Oct 2021	Dec 2021	Dec 2021
	Phoenix-Mesa-Scottsdale, AZ ⁴	145.660	157.254	159.650	7.1	9.7	1.7	144.665	156.649	159.460	7.4	10.2
San Francisco-Oakland-Hayward, CA.....	302.948	313.265	315.805	3.8	4.2	0.9	295.687	309.656	312.019	5.2	5.5	0.8
Seattle-Tacoma-Bellevue, WA.....	283.409	303.099	304.856	6.5	7.6	0.8	279.306	297.673	301.139	6.3	7.8	1.1
Urban Alaska.....	227.259	242.708	243.568	6.3	7.2	0.4	226.615	242.539	243.612	6.2	7.5	0.4

¹ Population over 2,500,000 ² Population 2,500,000 and under, Dec 1996 = 100 ³ Dec 2017=100 ⁴ Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date January 12, 2022. The next release date is scheduled for February 10, 2022. For questions, please contact us at BLInfoSF@bls.gov or (415) 625-2270.

RESOLUTION NO. 22 - XX

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

**APPROVING AN AMENDMENT TO THE STANDARD SERVICES AGREEMENT
WITH CAROLINE P. SOTO TO PROVIDE SERVICES AS ADMINISTRATIVE
ASSISTANT AND AUTHORIZING ITS EXECUTION**

WHEREAS, the Parties entered into a Standard Services Agreement, dated September 16, 2015, Contract Number 15-001 with respect to the provision of Administrative Assistant services by Soto 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, 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 Caroline P. Soto, in form approved by EBRCSA General Counsel.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Caroline P. Soto, Secretary

5211460.1



**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 3.4.

**AGENDA STATEMENT
BOARD OF DIRECTORS
MEETING DATE: October 28, 2022**

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 Adjustment Fiscal Year 2021/2022 Administrative Budget

RECOMMENDATIONS:

Adopt a Resolution adopting and implementing adjustment to the Fiscal Year 2021/2022 Administrative Budget for the East Bay Regional Communications System Authority.

SUMMARY/DISCUSSION:

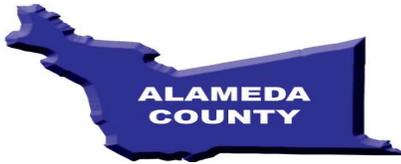
Craig Boyer, Alameda County Auditor's Office, has prepared FY 21/22 Budget Adjustment which was presented to the Finance and Operations Committees. The Committees discussed the proposed Budget Adjustment and recommended that the Board of Directors adopt a Resolution approving the proposed adjustment to the FY21/22 Administrative Budget, 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 Adjustment to the Fiscal Year 2021/2022 Administrative Budget for the EBRCSA, as outlined in Attachment A.

Attachments:

- "A" – Proposed FY 21/22 Budget Adjustment
- "B" - Resolution FY 20/21 Adjustment



**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, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

BUDGET
FISCAL YEAR 2021-22

Revenues

Operating payments	\$ 6,840,000
Service payments	1,260,000
Interest	100,000
Total revenues	<u>8,200,000</u>

Expenses

Administration	452,000
Audit fees	20,000
Contingency	100,000
Insurance	46,000
Lease	71,000
Legal	20,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,642,000
Security	15,000
Utilities	210,000
Website hosting	4,000
Total operating expenses	<u>4,620,000</u>
Capital	4,522,000
Debt Service	650,000
Total expenses	<u>9,792,000</u>
Change in reserve balance	<u>\$ (1,592,000)</u>

Assumption: Operating payments 19,000 radio count at \$30 per month per radio
Service payments 7,000 radio count at \$15 per month per radio

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM
EXPENDITURE DETAIL
FISCAL YEAR 2021-2022**

OPERATING EXPENSES	FY21-22 Approved	FY21-22 Amendment #2	FY21-22 Amended
Administration			
Executive director	\$ 263,000	\$ -	\$ 263,000
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
Contingency	100,000	-	100,000
Insurance	44,000	2,000	46,000
Lease	71,000	-	71,000
Legal	20,000	-	20,000
Licenses and permits	30,000	-	30,000
Membership fees	10,000	-	10,000
Maintenance			
Service agreement	1,095,000	-	1,095,000
Software maintenance (SUA II)	977,000	-	977,000
Network administration	267,000	-	267,000
HVAC maintenance	25,000	-	25,000
Generator maintenance	53,000	-	53,000
ALCO general maintenance	600,000	-	600,000
COCO general maintenance	265,000	-	265,000
CSI telecommunications	200,000	-	200,000
Microwave maintenance	100,000	40,000	140,000
Miscellaneous	15,000	5,000	20,000
Security	15,000	-	15,000
Utilities	210,000	-	210,000
Website hosting	4,000	-	4,000
Total expenses	<u>4,573,000</u>	<u>47,000</u>	<u>4,620,000</u>
CAPITAL EXPENDITURES			
Microwave Network Upgrade	962,000	-	962,000
Encryption Upgrade	1,621,000	-	1,621,000
TDMA Upgrade	1,664,000	-	1,664,000
DC Power Upgrade	250,000	-	250,000
Dispatch Consoles	25,000	-	25,000
Total expenditures	<u>4,522,000</u>	<u>-</u>	<u>4,522,000</u>
DEBT SERVICE			
Principal	512,000	-	512,000
Interest	138,000	-	138,000
Total expenses	<u>\$ 650,000</u>	<u>\$ 47,000</u>	<u>\$ 650,000</u>

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 2021-2022

	FY20-21 Final Budget	FY20-21 Audited	FY21-22 Budget
Operating Reserve			
Beginning Balance	\$ 2,012,311	\$ 2,012,311	\$ 2,054,302
Operating Payments	6,450,000	6,392,348	6,840,000
Initial Payments	-	48,200	-
Interest	188,000	111,474	100,000
Operating Expenses	(4,544,000)	(4,108,604)	(4,620,000)
Transfer to Capital Reserve	(1,834,311)	(2,401,427)	(2,064,302)
Ending Balance	<u>2,272,000</u>	<u>2,054,302</u>	<u>2,310,000</u>
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,232,000	1,244,766	1,260,000
Debt Service	(650,000)	(647,804)	(650,000)
Transfer to Capital Reserve	(582,000)	(596,962)	(610,000)
Ending Balance	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
Capital Reserve			
Beginning Balance	8,588,224	8,588,224	9,923,583
Transfer In	2,416,311	2,998,389	2,674,302
Capital	(2,066,000)	(1,663,030)	(4,522,000)
Ending Balance	<u>8,938,535</u>	<u>9,923,583</u>	<u>8,075,885</u>
Total Reserve Balance	<u>\$ 12,210,535</u>	<u>\$ 12,977,885</u>	<u>\$ 11,385,885</u>

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

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION

	FY 2020-21 Audited	FY 2021-22 Budget	FY 2022-23 Forecast	FY 2023-24 Forecast	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY2030-31 Forecast
Operating Reserve											
Balance - beginning	\$ 2,012,311	\$ 2,054,302	\$ 2,310,000	\$ 2,279,865	\$ 2,327,312	\$ 2,377,877	\$ 2,438,713	\$ 2,509,874	\$ 2,565,915	\$ 2,632,392	\$ 2,709,364
Operating payments	6,392,348	6,840,000	6,737,400	6,737,400	6,737,400	6,737,400	6,737,400	6,737,400	6,737,400	6,737,400	6,737,400
Initial payments	48,200	-	-	-	-	-	-	-	-	-	-
Interest	111,474	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Receipts from members	6,552,022	6,940,000	6,837,400	6,837,400	6,837,400	6,837,400	6,837,400	6,837,400	6,837,400	6,837,400	6,837,400
Payments to suppliers	(4,108,604)	(4,620,000)	(4,559,730)	(4,654,623)	(4,755,753)	(4,877,426)	(5,019,748)	(5,131,830)	(5,264,784)	(5,418,728)	(5,542,779)
Transfer to Capital Reserve	(2,401,427)	(2,064,302)	(2,307,805)	(2,135,331)	(2,031,082)	(1,899,138)	(1,746,491)	(1,649,529)	(1,506,139)	(1,341,700)	(1,232,596)
Balance - ending	2,054,302	2,310,000	2,279,865	2,327,312	2,377,877	2,438,713	2,509,874	2,565,915	2,632,392	2,709,364	2,771,390

Debt Service Reserve

Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-
Service payment	1,244,766	1,260,000	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	1,222,248	-	-	-
Principal	(492,000)	(512,000)	(532,000)	(553,000)	(600,000)	(600,000)	(623,000)	-	(576,000)	-	-
Bond interest	(155,804)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-	-	-	-
Transfer to Capital Reserve	(596,962)	(610,000)	(572,248)	(572,248)	(572,248)	(572,248)	(572,248)	(2,222,248)	-	-	-
Balance - ending	1,000,000	-	-	-							

Capital Reserve

Balance - beginning	8,588,224	9,923,583	8,075,885	9,042,908	9,837,457	10,527,757	11,086,112	11,491,821	13,450,568	13,043,677	14,135,377
Grants	-	-	-	-	-	-	-	-	-	-	-
Transfer In	2,998,389	2,674,302	2,880,053	2,707,579	2,603,330	2,471,386	2,318,739	3,871,777	1,506,139	1,341,700	1,232,596
Capital	(1,663,030)	(4,522,000)	(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)
Balance - ending	9,923,583	8,075,885	9,042,908	9,837,457	10,527,757	11,086,112	11,491,821	13,450,568	13,043,677	14,135,377	15,117,973

TOTAL RESERVE BALANCE	\$ 12,977,885	\$ 11,385,885	\$ 12,322,773	\$ 13,164,768	\$ 13,905,633	\$ 14,524,825	\$ 15,001,695	\$ 16,016,483	\$ 15,676,069	\$ 16,844,741	\$ 17,889,362
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SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

Administration	\$ (262,403)	\$ (452,000)	\$ (327,540)	\$ (337,366)	\$ (347,487)	\$ (357,912)	\$ (368,649)	\$ (379,708)	\$ (391,099)	\$ (402,832)	\$ (414,917)
Audit fees	(17,160)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(35,049)	(46,000)	(47,380)	(48,801)	(50,265)	(51,773)	(53,326)	(54,926)	(56,574)	(58,271)	(60,019)
Lease	(65,231)	(71,000)	(73,130)	(75,324)	(77,584)	(79,912)	(82,309)	(84,778)	(87,321)	(89,941)	(92,639)
Legal	(10,235)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Licenses and permits	(3,115)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,821)	(36,896)	(38,003)	(39,143)
Membership fees	(8,867)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)	(13,048)
Maintenance											
Customer svc. agmt.	(1,077,595)	(1,095,000)	(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	(966,384)	(977,000)	(1,006,310)	(1,036,499)	(1,067,594)	(1,099,622)	(1,132,611)	(1,166,589)	(1,201,587)	(1,237,635)	(1,274,764)
System management	(261,415)	(267,000)	(275,010)	(267,000)	(275,010)	(283,260)	(291,758)	(300,511)	(309,526)	(318,812)	(328,376)
HVAC	(27,141)	(25,000)	(25,750)	(26,523)	(27,319)	(28,139)	(28,983)	(29,852)	(30,748)	(31,670)	(32,620)
Generators	(52,250)	(53,000)	(54,590)	(73,228)	(57,915)	(59,652)	(78,442)	(63,285)	(65,184)	(84,140)	(69,154)
ALCO maintenance	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)
COCO maintenance	(238,772)	(265,000)	(272,950)	(281,139)	(289,573)	(298,260)	(307,208)	(316,424)	(325,917)	(335,695)	(345,766)
CSI telecommunications	(34,320)	(200,000)	(206,000)	(212,180)	(218,545)	(225,101)	(231,854)	(238,810)	(245,974)	(253,353)	(260,954)
Microwave maintenance	(240,109)	(140,000)	(144,200)	(148,526)	(152,982)	(157,571)	(162,298)	(167,167)	(172,182)	(177,347)	(182,667)
Miscellaneous	(16,340)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)	(26,096)
Security	(11,199)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,001)	(19,571)
Utilities	(177,618)	(210,000)	(216,300)	(222,789)	(229,473)	(236,357)	(243,448)	(250,751)	(258,274)	(266,022)	(274,003)
Web site hosting	(3,400)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)	(5,219)
Payments to suppliers	\$ (4,108,604)	\$ (4,620,000)	\$ (4,559,730)	\$ (4,654,623)	\$ (4,755,753)	\$ (4,877,426)	\$ (5,019,748)	\$ (5,131,830)	\$ (5,264,784)	\$ (5,418,728)	\$ (5,542,779)

RESOLUTION NO. 22 – XX

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

**ADOPTING AND IMPLEMENTING AN ADJUSTMENT TO ADMINISTRATIVE BUDGET
FOR FISCAL YEAR 2021/2022**

WHEREAS, on October 28, the East Bay Communications System Authority (“EBRCSA”) Board of Directors adopted the Fiscal Year 2021/2022 Administrative Budget for the EBRCSA; and

WHEREAS, the EBRCSA Finance Committee and Operations Committee have identified an increase in costs for utilities performed on the EBRCSA System as discussed in the associated staff report incorporated herein by reference, and have recommended that the EBRCSA Board of Directors so adjust the Fiscal Year 2021/2022 Administrative Budget; and

WHEREAS, the EBRCSA Board of Directors Finance Committee has identified an increase to the FY 2021/2022 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 2021/2022 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 2021/2022 Administrative Budget.

On motion of XX, seconded by XX, the foregoing Resolution was passed and adopted this 28th day of October 2022, by the following votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

Caroline Soto, Secretary