



East Bay Regional Communications System Authority



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

FINANCE COMMITTEE MEETING

NOTICE OF REGULAR MEETING

DATE: April 19, 2024

TIME: 11:00 a.m.

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

AGENDA

1. Call to Order/Roll Call
2. Public Comments (Meeting Open to the Public):
At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.
3. Approval of Minutes of February 16, 2024 Finance Committee Meeting
4. Consideration of the FY 24/25 EBRCSA Budget
5. EBRCSA Rate Increase Discussion
6. Consider a Redwood Public Law Contract
7. Consider a CSI Telecommunications Contract
8. Consider a Motorola Maintenance Agreement
9. Consider a Radio Interoperability EBRCSA MOU
10. Updates on East Bay Regional Communications System Authority Projects
 - Encryption
 - Microwave/Ethernet/MPLS Project Update
 - Cyber Security Active Eye Update
 - SUA Update
 - The City of Antioch Site on Walton Lane
 - Wiedemann Project San Ramon

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11. Agenda Items for Next Meeting

- Contra Costa County MOU

12. 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

April 15, 2024



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 3.

**AGENDA STATEMENT
FINANCE COMMITTEE SPECIAL MEETING
MEETING DATE: April 19, 2024**

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

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

SUBJECT: Approval of Minutes of the February 16, 2024, Finance Committee Meeting

RECOMMENDATIONS:

Approve the minutes of the February 16, 2024, Finance Committee meeting.

SUMMARY/DISCUSSION:

The Finance Committee will consider approval of the minutes of the February 16, 2024, Finance Committee meeting.

RECOMMENDED ACTION:

It is recommended that the Committee approve the minutes of the February 16, 2024, Finance Committee meeting.

Attachment:

Attachment "A" - Draft Minutes February 16, 2024, Finance Committee Meeting



East Bay Regional Communications System Authority



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FINANCE COMMITTEE MEETING

REGULAR MEETING

DATE: February 16, 2024

TIME: 11:00 a.m.

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

DRAFT MINUTES

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- 1. Call to Order/Roll Call:** A meeting of the Finance Committee was held on Friday, February 16, 2024. The meeting was called to order at 11:01 a.m.

Committee Members Present:

J. Calabrigo, Town Manager, Town of Danville
T. Dupuis, Chief Information Officer/Registrar of Voters, Alameda County
P. Meyer, Chief, San Ramon Valley Fire Protection District
S. Perkins, Councilmember, City of San Ramon
M. Shorr, Chief Information Officer, Contra Costa County
C. Silva, City Councilmember, City of Walnut Creek
L. Smith, City Manager, City of Dublin

Staff Present:

T. McCarthy, Executive Director
C. Boyer, Auditor
C. Soto, Administrative Assistant

- 2. Public Comments:** None.
- 3. Approval of Minutes of November 17, 2023, Finance Committee Meeting**

On motion of Bm. Shorr, seconded by Bm. Silva and by unanimous vote, the Finance Committee approved the minutes of the November 17, 2023 Finance Committee meeting.

- 4. BART Master License Agreement Amendment No. 2 and West Walnut Creek Site License**

Executive Director McCarthy stated BART informed him they are going to put cellular antennas on the towers at BART and this raised the question of who owned the towers.

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In 2010, Supervisor Mitchoff and EBRCSA Executive Director McCammon agreed EBRCSA would build three towers for BART; one in Walnut Creek, one in East Dublin and one in Warm Springs in exchange for access to BART's fiber. All three were built by EBRCSA and listed under a master license agreement to be the property of BART, but the paperwork was never completed. EBRCSA and BART have spent the last several months trying to verify this. They found signed copies of a master license agreement but they had to do site agreements for each one of the sites. The paper work has now been cleaned up to show BART ownership. In regard to BART wanting to put cellular antennas on the towers, cellular does not go well with radio on the tower. BART's real estate department has entered into an agreement with Dish Network to utilize BART's towers. EBRCSA had BART provide information to determine if it is going to cause interference with EBRCSA's radio sites. If there are any problems, the Executive Director will go to the FCC. This site license agreement now puts all the paperwork in order regarding ownership of towers by BART, with the agreement that there is to be no interference with EBRCSA communications.

On motion of Bm. Silva, seconded by Bm. Perkins and by unanimous vote, the Finance Committee agreed to recommend to the full Board the adoption of the proposed Resolution to approve Amendment No. 2 to the Master License Agreement ("Amendment No. 2") between the Authority and San Francisco Bay Area Rapid Transit District ("BART") and the West Walnut Creek Site License ("Site License").

5. Radio Interoperability EBRCSA MOU

Executive Director McCarthy stated the City of Milpitas, City of Fremont, and Menlo Park offer Autoaid to each other and they need the ability to switch over to each other's radio channels. There has been a need to give them access to EBRCSA's channels and give EBRCSA access to their channels so they can switch when they are in those other jurisdictions for further resources. It is cleanup paperwork and to have a better map of the coverage and also keep them in the loop if EBRCSA makes changes. He has worked with the EBRCSA attorney and the other agencies on this agreement.

On motion of Bm. Silva, seconded by Bm. Perkins and by unanimous vote, the Finance Committee agreed to recommend to the full Board the approval of the Memorandum of Understanding between the Cities of Milpitas, Menlo Park, Fremont, and East Bay Regional Communications System Authority regarding Radio Interoperability (EBRCSA), with the addition of the Silicon Valley Interoperability Authority.

6. Aviat Professional Services Agreement

Executive Director McCarthy stated as the microwave system was being rebuilt and replaced, the agreement with Aviat was allowed to lapse. This agreement includes advance part replacement. This means radio shops have replacement parts on their shelves, they can use those parts to replace old/damaged ones as needed, then mail the damaged part back to Aviat and they repair and return them to EBRCSA or provide a replacement part. This also includes technical or on-site support, as needed. The agreement cost has gone down as this is all new equipment. This is a six-year agreement.

On motion of Bm. Silva, seconded by Bm. Calabrigo and by unanimous vote, the Finance Committee agreed to recommend to the full Board to enter into an agreement with Aviat Care for Services & Support.

7. Updates on East Bay Regional Commination System Projects

- Encryption

Executive Director McCarthy stated he has had the first meeting with the Alameda County Sheriff's Office and a Sheriff's Captain has been assigned to oversee the encryption for that office. The City of Oakland is going to encrypt their radios. You do not encrypt as you used to. Whatever your talk group is, Channel 1, 2, 3, 4 or 5, if it is encrypted, it is encrypted. The talk group is encrypted. If you are Alameda County, you have a lot of different talk groups. They will have to use their interop channels, 1 through 3 when they need to speak to each other. They will end up encrypting everything and then they are going to have to put it all back where everyone can speak to each other again. He plans on going to the Police Chiefs Association meetings for both Alameda and Contra Costa Counties to get the conversations going.

- Microwave/Ethernet/MPLS Project Update

The Oakland Housing Authority will be the last microwave to be set. He has spare parts to go to Alameda County and Contra Costa County radio shops.

- The City of Antioch Site on Walton Lane

The City of Antioch is not renewing its lease with American Tower, which is on Antioch land. The Executive Director will go look at the American Tower site to see if they will let EBRCSA put equipment in their shelter and on their tower and not go through the City of Antioch.

- Wiedemann Project San Ramon

The Wiedemann Project in Norris Canyon is being completed. There are a couple of punch list items. It is up and running.

- Update Search for Executive Director Position

The Interim Executive Director appointment recommendation will come to the Board at the March 1, 2024 Board meeting.

- Central Cell Outage February 5, 2024

Executive Director McCarthy stated EBRCSA had an outage on February 5, 2024. PG&E went down and took out Central Contra Costa County. When PG&E went down, it knocked out the generator and a cell in the battery system for the microwave. The generator burned and destroyed the automatic transfer switch. The battery for the generator blew one of the cells out breaking the connectivity. They had batteries for the microwave that were going to go into the Pearl site and used those to get the microwave back up. Some areas were out for more than four hours. They got generator powered up. Whatever power surge came through only took out the automatic transfer switch. It did exactly what it

was meant to do. There was a question as to notification to chiefs of the outage. Dispatchers are notified when the System goes down and they in turn can notify their supervisors and chiefs. There will be an after-incident report which will include notification protocols.

8. Agenda Items for Next Meeting

- Contra Costa County MOU
- Budget Rates

9. Adjournment: With no further business coming before the Finance Committee, the meeting was adjourned at 12:02 p.m.

DRAFT



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AGENDA ITEM NO. 4.

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: April 19, 2024**

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

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

SUBJECT: Budget Review FY 24/25

RECOMMENDATIONS:

Receive a report regarding the FY 24/25 Budget. It is recommended that the Committee recommend to the Board of Directors a budget for FY 24/25 based on the information discussed in this item.

SUMMARY/DISCUSSION:

Craig Boyer, Alameda County Auditor's Office, has prepared the FY 24/25 Budget so that the Finance Committee will have information concerning the Fiscal Year Budget.

RECOMMENDED ACTION:

It is recommended that the Committee discuss and reach a consensus for the Fiscal Year Budget for FY 24/25 for presentation to the Board of Directors.

Attachments:

Attachment "A" – Budget Highlights

Attachment "B" – Budget Fiscal Year 2024/2025



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HIGHLIGHTS:

REVENUES - \$9.33M

- Slight increase in revenues compared with FY22-23 budget
 - No changes in membership, rates, or radio counts compared to FY23-24
 - Increase in interest income due to higher rates of return

EXPENSES - \$12.01M

- \$142,000 decrease in Operating Expenses
 - \$161,000 decrease in Administration due to reclassification of Planning budget to CSI Telecommunications budget
 - \$23,000 increase in Maintenance due to new Aviat and Motorola contracts
- \$6.58M in Capital expenditures
 - \$1.87M for the TDMA and Microwave upgrades
 - \$1.82M for software maintenance
 - \$1.75M for Walton Lane simulcast site
 - \$250,000 for the DC power upgrades
 - \$25,000 for control stations
- \$650,000 in Debt Service

NET LOSS - \$2,683,000

- \$3,147,500 net decrease to Capital Reserves

PROJECTED RESERVES

- Operating - \$2.39M
- Debt - \$1.00M
- Capital - \$8.95M
- Total - \$12.34M



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BUDGET **FISCAL YEAR 2024-25**

Revenues

Operating payments	\$ 7,453,000
Service payments	1,512,000
Interest	360,000
Total revenues	<u>9,325,000</u>

Expenses

Administration	353,000
Audit fees	26,000
Contingency	100,000
Insurance	108,000
Lease	81,000
Legal	33,000
Licenses and permits	20,000
Membership fees	13,000
Maintenance	3,709,000
Security	35,000
Utilities	293,000
Website hosting	6,000
Total operating expenses	<u>4,777,000</u>
Capital	6,581,000
Debt Service	650,000
Total expenses	<u>12,008,000</u>
Net Income (Loss)	<u>\$ (2,683,000)</u>

Assumption: Operating payments 21,000 radio count at \$30 per month per radio
 Service payments 8,400 radio count at \$15 per month per radio

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
EXPENDITURE DETAIL
FISCAL YEAR 2024-2025

	FY23-24 Final Budget	FY23-24 Projected	FY24-25 Budget	Change FY24 vs FY25
OPERATING EXPENSES:				
Administrative				
Executive director	\$ 263,000	\$ 262,000	\$ 263,000	\$ -
Administrative assistant	40,000	23,000	40,000	-
Training	30,000	-	30,000	-
Planning	161,000	400	-	(161,000)
Travel	7,000	-	7,000	-
Miscellaneous	13,000	-	13,000	-
Audit fees	26,000	19,000	26,000	-
Contingency	100,000	-	100,000	-
Insurance	102,000	83,000	108,000	6,000
Lease	81,000	72,000	81,000	-
Legal	26,000	108,000	33,000	7,000
Licenses and permit	39,000	700	20,000	(19,000)
Membership fees	13,000	9,000	13,000	-
Maintenance				
Astro maintenance	1,479,000	1,477,000	1,540,000	61,000
MDR	291,000	290,000	305,000	14,000
Software maintenance (SUA II)	-	163,000	-	-
Network administration	351,000	-	280,000	(71,000)
HVAC maintenance	75,000	35,000	75,000	-
Generator maintenance	69,000	27,000	69,000	-
ALCO general maintenance	660,000	600,000	600,000	(60,000)
COCO general maintenance	345,000	253,000	345,000	-
CSI telecommunication	260,000	60,000	260,000	-
Microwave maintenance	136,000	82,000	215,000	79,000
Miscellaneous	20,000	7,000	20,000	-
Security	33,000	36,000	35,000	2,000
Utilities	293,000	238,000	293,000	-
Website hosting	6,000	3,000	6,000	-
Total expenses	4,919,000	3,848,100	4,777,000	(142,000)
CAPITAL EXPENDITURES				
Astro SUA	1,369,000	1,369,000	1,410,000	41,000
MPLS	97,000	96,000	102,000	5,000
NICE SUA	323,000	323,000	310,000	(13,000)
Microwave Network Upgrade	962,000	96,000	866,000	(96,000)
Walton Lane Simulcast Site	1,746,000	-	1,746,000	-
TDMA/Microwave Upgrade	1,872,000	1,871,000	1,872,000	-
DC Power Upgrade	250,000	3,000	250,000	-
Dispatch Console	25,000	10,000	25,000	-
Total expenditure:	6,644,000	3,768,000	6,581,000	(63,000)
DEBT SERVICE				
Principal	554,000	553,000	585,000	31,000
Interest	96,000	97,000	65,000	(31,000)
Total expenses	\$ 650,000	\$ 650,000	\$ 650,000	\$ -

1. TDMA Upgrade is the annual payment for the Change Order approved by the Board of Directors

2. DC Power Upgrade is an annual amount to replace the batteries in various locations

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

PROJECTED CASH RESERVE BALANCES

FISCAL YEAR 2024-2025

	FY23-24 Final Budget	FY23-24 Projected	FY24-25 Budget
Operating Reserve			
Beginning Balance	\$ 1,998,000	\$ 1,998,000	\$ 1,924,000
Operating Payments	7,453,000	7,150,000	7,453,000
Initial Payments	-	16,000	-
Interest	100,000	355,000	360,000
Operating Expenses	(5,003,000)	(3,848,000)	(4,777,000)
Transfer to Capital Reserve	(3,046,500)	(3,747,000)	(2,571,500)
Ending Balance	1,501,500	1,924,000	2,388,500
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,512,000	1,680,000	1,512,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(862,000)	(1,030,000)	(862,000)
Ending Balance	1,000,000	1,000,000	1,000,000
Capital Reserve			
Beginning Balance	11,087,000	11,087,000	12,096,000
Transfer In	3,908,500	4,777,000	3,433,500
Capital	(6,644,000)	(3,768,000)	(6,581,000)
Ending Balance	8,351,500	12,096,000	8,948,500
Total Reserve Balance	\$ 10,853,000	\$ 15,020,000	\$ 12,337,000

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 2023-24 Projected	FY 2024-25 Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve										
Balance - beginning	1,998,000	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052
Operating payments	7,150,000	7,453,000	7,453,000	7,453,000	7,453,000	7,453,000	7,453,000	7,453,000	7,453,000	7,453,000
Initial payments	16,000	-	-	-	-	-	-	-	-	-
Interest	355,000	360,000	360,000	360,000	360,000	360,000	360,000	360,000	360,000	360,000
Receipts from members	7,521,000	7,813,000	7,813,000	7,813,000	7,813,000	7,813,000	7,813,000	7,813,000	7,813,000	7,813,000
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)
Transfer to Capital Reserve	(3,747,000)	(2,571,500)	(2,759,580)	(2,528,001)	(2,359,123)	(2,132,745)	(1,917,429)	(1,743,211)	(1,518,839)	(1,268,509)
Balance - ending	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052	3,212,848

Debt Service Reserve

Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,680,000	1,512,000	1,512,000	1,512,000	-	-	-	-	-	-
Principal	(553,000)	(585,000)	(600,000)	(623,000)	-	-	-	-	-	-
Bond interest	(97,000)	(65,000)	(50,000)	(27,000)	-	-	-	-	-	-
Transfer to Capital Reserve	(1,030,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-	-
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-

Capital Reserve

Balance - beginning	11,087,000	12,096,000	8,948,500	8,578,080	7,915,081	7,157,203	6,964,948	8,607,377	10,075,588	11,319,427
Transfer in	4,777,000	3,433,500	3,621,580	3,390,001	3,359,123	2,132,745	1,917,429	1,743,211	1,518,839	1,268,509
Capital	(3,768,000)	(6,581,000)	(3,992,000)	(4,053,000)	(4,117,000)	(2,325,000)	(275,000)	(275,000)	(275,000)	(275,000)
Balance - ending	12,096,000	8,948,500	8,578,080	7,915,081	7,157,203	6,964,948	8,607,377	10,075,588	11,319,427	12,312,936

TOTAL RESERVE BALANCE	15,020,000	12,337,000	12,058,720	11,503,627	9,838,011	9,751,969	11,501,574	13,063,583	14,413,479	15,525,784
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SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

Administration	(285,000)	(353,000)	(367,120)	(381,805)	(397,077)	(412,960)	(429,478)	(446,657)	(464,523)	(483,104)
Audit fees	(19,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(83,000)	(108,000)	(112,320)	(116,813)	(121,486)	(126,345)	(131,399)	(136,655)	(142,121)	(147,806)
Legal	(108,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)
Lease	(72,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)
Licenses and permits	(1,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Membership fees	(9,000)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)
Maintenance										
Astro Maintenance	(1,477,000)	(1,540,000)	(1,601,000)	(1,667,000)	(1,731,000)	(1,801,000)	(1,855,030)	(1,910,681)	(1,968,001)	(2,027,041)
MDR	(290,000)	(305,000)	(315,000)	(330,000)	(345,000)	(360,000)	(370,800)	(381,924)	(393,382)	(405,183)
SUA II	(163,000)	-	-	-	-	-	-	-	-	-
System management	-	(280,000)	(291,200)	(302,848)	(314,962)	(327,560)	(340,662)	(354,288)	(368,460)	(383,198)
HVAC	(35,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)
Generators	(27,000)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)
ALCO maintenance	(600,000)	(600,000)	(624,000)	(648,960)	(674,918)	(701,915)	(729,992)	(759,192)	(789,560)	(821,142)
COCO maintenance	(253,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)
CSI telecommunications	(60,000)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)
Microwave maintenance	(82,000)	(215,000)	(223,600)	(232,544)	(241,846)	(251,520)	(261,581)	(272,044)	(282,926)	(294,243)
Miscellaneous	(7,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Security	(36,000)	(35,000)	(36,400)	(37,856)	(39,370)	(40,945)	(42,583)	(44,286)	(46,057)	(47,899)
Utilities	(238,000)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION WITH A 3% OPERATING PAYMENT RATE INCREASE

Operating Payment Rate	30	30	31	32	33	34	35	36	37	38
	FY 2023-24 Projected	FY 2024-25 Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve										
Balance - beginning	1,998,000	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052
Receipts from members	7,521,000	7,813,000	8,172,000	8,424,000	8,676,000	8,928,000	9,180,000	9,432,000	9,684,000	9,936,000
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)
Transfer to Capital Reserve	(3,747,000)	(2,571,500)	(3,118,580)	(3,139,001)	(3,222,123)	(3,247,745)	(3,284,429)	(3,362,211)	(3,389,839)	(3,391,509)
Balance - ending	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052	3,212,848
Debt Service Reserve										
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,680,000	1,512,000	1,512,000	1,512,000	-	-	-	-	-	-
Principal	(553,000)	(585,000)	(600,000)	(623,000)	-	-	-	-	-	-
Bond interest	(97,000)	(65,000)	(50,000)	(27,000)	-	-	-	-	-	-
Transfer to Capital Reserve	(1,030,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-	-
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-
Capital Reserve										
Balance - beginning	11,087,000	12,096,000	8,948,500	8,937,080	8,885,081	8,990,203	9,912,948	12,922,377	16,009,588	19,124,427
Transfer In	4,777,000	3,433,500	3,980,580	4,001,001	4,222,123	3,247,745	3,284,429	3,362,211	3,389,839	3,391,509
Capital	(3,768,000)	(6,581,000)	(3,992,000)	(4,053,000)	(4,117,000)	(2,325,000)	(275,000)	(275,000)	(275,000)	(275,000)
Balance - ending	12,096,000	8,948,500	8,937,080	8,885,081	8,990,203	9,912,948	12,922,377	16,009,588	19,124,427	22,240,936
TOTAL RESERVE BALANCE	15,020,000	12,337,000	12,417,720	12,473,627	11,671,011	12,699,969	15,816,574	18,997,583	22,218,479	25,453,784
SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS										
Administration	(285,000)	(353,000)	(367,120)	(381,805)	(397,077)	(412,960)	(429,478)	(446,657)	(464,523)	(483,104)
Audit fees	(19,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(83,000)	(108,000)	(112,320)	(116,813)	(121,486)	(126,345)	(131,399)	(136,655)	(142,121)	(147,806)
Legal	(108,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)
Lease	(72,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)
Licenses and permits	(1,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Membership fees	(9,000)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)
Maintenance										
Astro Maintenance	(1,477,000)	(1,540,000)	(1,601,000)	(1,667,000)	(1,731,000)	(1,801,000)	(1,855,030)	(1,910,681)	(1,968,001)	(2,027,041)
MDR	(290,000)	(305,000)	(315,000)	(330,000)	(345,000)	(360,000)	(370,800)	(381,924)	(393,382)	(405,183)
SUA II	(163,000)	-	-	-	-	-	-	-	-	-
System management	-	(280,000)	(291,200)	(302,848)	(314,962)	(327,560)	(340,662)	(354,288)	(368,460)	(383,198)
HVAC	(35,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)
Generators	(27,000)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)
ALCO maintenance	(600,000)	(600,000)	(624,000)	(648,960)	(674,918)	(701,915)	(729,992)	(759,192)	(789,560)	(821,142)
COCO maintenance	(253,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)
CSI telecommunications	(60,000)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)
Microwave maintenance	(82,000)	(215,000)	(223,600)	(232,544)	(241,846)	(251,520)	(261,581)	(272,044)	(282,926)	(294,243)
Miscellaneous	(7,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Security	(36,000)	(35,000)	(36,400)	(37,856)	(39,370)	(40,945)	(42,583)	(44,286)	(46,057)	(47,899)
Utilities	(238,000)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION WITH A 5% OPERATING RATE INCREASE

Operating Payment Rate	30	30	32	34	36	38	40	42	44	46
	FY 2023-24 Projected	FY 2024-25 Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve										
Balance - beginning	1,998,000	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052
Receipts from members	7,521,000	7,813,000	8,424,000	8,928,000	9,432,000	9,936,000	10,440,000	10,944,000	11,448,000	11,952,000
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)
Transfer to Capital Reserve	(3,747,000)	(2,571,500)	(3,370,580)	(3,643,001)	(3,978,123)	(4,255,745)	(4,544,429)	(4,874,211)	(5,153,839)	(5,407,509)
Balance - ending	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052	3,212,848
Debt Service Reserve										
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,680,000	1,512,000	1,512,000	1,512,000	-	-	-	-	-	-
Principal	(553,000)	(585,000)	(600,000)	(623,000)	-	-	-	-	-	-
Bond interest	(97,000)	(65,000)	(50,000)	(27,000)	-	-	-	-	-	-
Transfer to Capital Reserve	(1,030,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-	-
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-
Capital Reserve										
Balance - beginning	11,087,000	12,096,000	8,948,500	9,189,080	9,641,081	10,502,203	12,432,948	16,702,377	21,301,588	26,180,427
Transfer In	4,777,000	3,433,500	4,232,580	4,505,001	4,978,123	4,255,745	4,544,429	4,874,211	5,153,839	5,407,509
Capital	(3,768,000)	(6,581,000)	(3,992,000)	(4,053,000)	(4,117,000)	(2,325,000)	(275,000)	(275,000)	(275,000)	(275,000)
Balance - ending	12,096,000	8,948,500	9,189,080	9,641,081	10,502,203	12,432,948	16,702,377	21,301,588	26,180,427	31,312,936
TOTAL RESERVE BALANCE	15,020,000	12,337,000	12,669,720	13,229,627	13,183,011	15,219,969	19,596,574	24,289,583	29,274,479	34,525,784
SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS										
Administration	(285,000)	(353,000)	(367,120)	(381,805)	(397,077)	(412,960)	(429,478)	(446,657)	(464,523)	(483,104)
Audit fees	(19,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(83,000)	(108,000)	(112,320)	(116,813)	(121,486)	(126,345)	(131,399)	(136,655)	(142,121)	(147,806)
Legal	(108,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)
Lease	(72,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)
Licenses and permits	(1,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Membership fees	(9,000)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)
Maintenance										
Astro Maintenance	(1,477,000)	(1,540,000)	(1,601,000)	(1,667,000)	(1,731,000)	(1,801,000)	(1,855,030)	(1,910,681)	(1,968,001)	(2,027,041)
MDR	(290,000)	(305,000)	(315,000)	(330,000)	(345,000)	(360,000)	(370,800)	(381,924)	(393,382)	(405,183)
SUA II	(163,000)	-	-	-	-	-	-	-	-	-
System management	-	(280,000)	(291,200)	(302,848)	(314,962)	(327,560)	(340,662)	(354,288)	(368,460)	(383,198)
HVAC	(35,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)
Generators	(27,000)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)
ALCO maintenance	(600,000)	(600,000)	(624,000)	(648,960)	(674,918)	(701,915)	(729,992)	(759,192)	(789,560)	(821,142)
COCO maintenance	(253,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)
CSI telecommunications	(60,000)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)
Microwave maintenance	(82,000)	(215,000)	(223,600)	(232,544)	(241,846)	(251,520)	(261,581)	(272,044)	(282,926)	(294,243)
Miscellaneous	(7,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Security	(36,000)	(35,000)	(36,400)	(37,856)	(39,370)	(40,945)	(42,583)	(44,286)	(46,057)	(47,899)
Utilities	(238,000)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)



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. 5.

STAFF REPORT FINANCE COMMITTEE MEETING DATE: April 19, 2024

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

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

SUBJECT: Subscriber Rate Increase

RECOMMENDATION:

Staff recommends that the Finance Committee of the Board of Directors (“**Board**”) of the East Bay Regional Communications System Authority (“**Authority**”) recommend that the Board adopt the proposed rate increase of 3% effective July 1, 2024.

SUMMARY/DISCUSSION:

The Authority entered into a new Service Upgrade Agreement with Motorola Solutions on September 29, 2023. After a 10-year fixed price plan, the new six-year agreement increased operations and capital costs. Additionally, the Authority last voted to increase subscriber rates at the December 1, 2017, Board meeting. After an extended period of low inflation and stable pricing, the CPI increased substantially starting in 2021, increasing costs for several areas of the budget creating a need to increase subscriber rates.

Staff has prepared three cash flow projection scenarios to illustrate cash flow with no increase and one-time increases of three percent and five percent. Page one of the attached cash flow projections (Attachment “A”) shows the total reserve fund balance reduced from the current balance of \$15,020,000 in FY2023/24 to a projected balance of \$8,879,942 by FY2028/29 before starting to recover in FY2029/30 and growing to \$13,831,955 at the end of the 10-year projection period. A one-time three percent increase provides for recovery in FY2027/28 at a balance of \$10,843,451

increasing to \$17,788,024 at end of the 10-year projection. A five percent increase starts to recover in FY2028/29 with a fund balance of \$12,268,769 increasing to \$20,056,024 at the end of the 10-year projection. Staff recognizes that many of the member agencies are currently facing declining revenue and increased expenses in other areas and that a 5% increase may not be feasible at this time.

Staff is also working on the Capital Replacement project to ensure the Authority has the necessary funds to replace equipment as it reaches the end of its useful life. Staff anticipates returning to the Finance Committee prior to the December 2024 Board meeting with a completed capital replacement schedule and cost structure. Based on the findings of the report and the recommendation of the Committee, an additional subscriber rate increase may be needed at that time.

FISCAL IMPACT:

Subscriber fees are raised in \$1.00 increments. Therefore, a 3% increase is the equivalent of \$1.00 per subscriber unit per month and will generate \$252,000 annually. A 5% increase will generate \$376,050 annually in increased revenue and increase costs by \$2.00 per month.

RECOMMENDED ACTION:

It is recommended that the Committee discuss and reach a consensus for a 3% rate increase effective July 1, 2024, for FY 24/25 for presentation to the Board of Directors.

Attachments:

Attachment “A” – Cash Flow Projection 3%

Attachment “B” – Cash Flow Projection 5%

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION WITH A 3% OPERATING PAYMENT RATE INCREASE

Operating Payment Rate	30	31	31	31	31	31	31	31	31	31
	FY 2023-24 Projected	FY 2024-25 Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve										
Balance - beginning	1,998,000	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052
Receipts from members	7,521,000	8,064,360	8,064,360	8,064,360	8,064,360	8,064,360	8,064,360	8,064,360	8,064,360	8,064,360
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)
Transfer to Capital Reserve	(3,747,000)	(2,822,860)	(3,010,940)	(2,779,361)	(2,610,483)	(2,384,105)	(2,168,789)	(1,994,571)	(1,770,199)	(1,519,869)
Balance - ending	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052	3,212,848
Debt Service Reserve										
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,680,000	1,512,000	1,512,000	1,512,000	-	-	-	-	-	-
Principal	(553,000)	(585,000)	(600,000)	(623,000)	-	-	-	-	-	-
Bond interest	(97,000)	(65,000)	(50,000)	(27,000)	-	-	-	-	-	-
Transfer to Capital Reserve	(1,030,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-	-
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-
Capital Reserve										
Balance - beginning	11,087,000	12,096,000	9,199,860	9,080,800	8,669,161	8,162,643	8,221,748	10,115,537	11,835,108	13,330,307
Transfer In	4,777,000	3,684,860	3,872,940	3,641,361	3,610,483	2,384,105	2,168,789	1,994,571	1,770,199	1,519,869
Capital	(3,768,000)	(6,581,000)	(3,992,000)	(4,053,000)	(4,117,000)	(2,325,000)	(275,000)	(275,000)	(275,000)	(275,000)
Balance - ending	12,096,000	9,199,860	9,080,800	8,669,161	8,162,643	8,221,748	10,115,537	11,835,108	13,330,307	14,575,176
TOTAL RESERVE BALANCE	15,020,000	12,588,360	12,561,440	12,257,707	10,843,451	11,008,769	13,009,734	14,823,103	16,424,359	17,788,024
SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS										
Administration	(285,000)	(353,000)	(367,120)	(381,805)	(397,077)	(412,960)	(429,478)	(446,657)	(464,523)	(483,104)
Audit fees	(19,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(83,000)	(108,000)	(112,320)	(116,813)	(121,486)	(126,345)	(131,399)	(136,655)	(142,121)	(147,806)
Legal	(108,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)
Lease	(72,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)
Licenses and permits	(1,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Membership fees	(9,000)	(13,000)	(13,520)	(14,061)	(14,623)	(15,208)	(15,816)	(16,449)	(17,107)	(17,791)
Maintenance										
Astro Maintenance	(1,477,000)	(1,540,000)	(1,601,000)	(1,667,000)	(1,731,000)	(1,801,000)	(1,855,030)	(1,910,681)	(1,968,001)	(2,027,041)
MDR	(290,000)	(305,000)	(315,000)	(330,000)	(345,000)	(360,000)	(370,800)	(381,924)	(393,382)	(405,183)
SUA II	(163,000)	-	-	-	-	-	-	-	-	-
System management	-	(280,000)	(291,200)	(302,848)	(314,962)	(327,560)	(340,662)	(354,288)	(368,460)	(383,198)
HVAC	(35,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)
Generators	(27,000)	(69,000)	(71,760)	(91,630)	(77,615)	(80,720)	(100,949)	(87,307)	(90,799)	(112,111)
ALCO maintenance	(600,000)	(600,000)	(624,000)	(648,960)	(674,918)	(701,915)	(729,992)	(759,192)	(789,560)	(821,142)
COCO maintenance	(253,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)
CSI telecommunications	(60,000)	(260,000)	(270,400)	(281,216)	(292,465)	(304,164)	(316,331)	(328,984)	(342,143)	(355,829)
Microwave maintenance	(82,000)	(215,000)	(223,600)	(232,544)	(241,846)	(251,520)	(261,581)	(272,044)	(282,926)	(294,243)
Miscellaneous	(7,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Security	(36,000)	(35,000)	(36,400)	(37,856)	(39,370)	(40,945)	(42,583)	(44,286)	(46,057)	(47,899)
Utilities	(238,000)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION WITH A 5% OPERATING RATE INCREASE

Operating Payment Rate 30 32 32 32 32 32 32 32 32

	FY 2023-24 Projected	FY 2024-25 Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast
Operating Reserve										
Balance - beginning	1,998,000	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052
Receipts from members	7,521,000	8,316,360	8,316,360	8,316,360	8,316,360	8,316,360	8,316,360	8,316,360	8,316,360	8,316,360
Payments to suppliers	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)	(5,361,616)	(5,574,042)	(5,788,395)	(5,975,991)	(6,188,104)	(6,425,696)
Transfer to Capital Reserve	(3,747,000)	(3,074,860)	(3,262,940)	(3,031,361)	(2,862,483)	(2,636,105)	(2,420,789)	(2,246,571)	(2,022,199)	(1,771,869)
Balance - ending	1,924,000	2,388,500	2,480,640	2,588,547	2,680,808	2,787,021	2,894,198	2,987,995	3,094,052	3,212,848

Debt Service Reserve										
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-
Service payment	1,680,000	1,512,000	1,512,000	1,512,000	-	-	-	-	-	-
Principal	(553,000)	(585,000)	(600,000)	(623,000)	-	-	-	-	-	-
Bond interest	(97,000)	(65,000)	(50,000)	(27,000)	-	-	-	-	-	-
Transfer to Capital Reserve	(1,030,000)	(862,000)	(862,000)	(862,000)	(1,000,000)	-	-	-	-	-
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-

Capital Reserve										
Balance - beginning	11,087,000	12,096,000	9,451,860	9,584,800	9,425,161	9,170,643	9,481,748	11,627,537	13,599,108	15,346,307
Transfer In	4,777,000	3,936,860	4,124,940	3,893,361	3,862,483	2,636,105	2,420,789	2,246,571	2,022,199	1,771,869
Capital	(3,768,000)	(6,581,000)	(3,992,000)	(4,053,000)	(4,117,000)	(2,325,000)	(275,000)	(275,000)	(275,000)	(275,000)
Balance - ending	12,096,000	9,451,860	9,584,800	9,425,161	9,170,643	9,481,748	11,627,537	13,599,108	15,346,307	16,843,176

TOTAL RESERVE BALANCE	15,020,000	12,840,360	13,065,440	13,013,707	11,851,451	12,268,769	14,521,734	16,587,103	18,440,359	20,056,024
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SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

Administration	(285,000)	(353,000)	(367,120)	(381,805)	(397,077)	(412,960)	(429,478)	(446,657)	(464,523)	(483,104)
Audit fees	(19,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(83,000)	(108,000)	(112,320)	(116,813)	(121,486)	(126,345)	(131,399)	(136,655)	(142,121)	(147,806)
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Miscellaneous	(7,000)	(20,000)	(20,800)	(21,632)	(22,497)	(23,397)	(24,333)	(25,306)	(26,318)	(27,371)
Security	(36,000)	(35,000)	(36,400)	(37,856)	(39,370)	(40,945)	(42,583)	(44,286)	(46,057)	(47,899)
Utilities	(238,000)	(293,000)	(304,720)	(316,909)	(329,585)	(342,768)	(356,479)	(370,738)	(385,568)	(400,991)
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East Bay Regional Communications System Authority



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

AGENDA ITEM 6.

AGENDA STATEMENT FINANCE COMMITTEE SPECIAL MEETING MEETING DATE: April 19, 2024

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

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

SUBJECT: Engagement and Fee Agreement between Redwood Public Law and East Bay Regional Communications System Authority

RECOMMENDATIONS:

Review, and if the Committee agrees, make a recommendation to the Board of Directors to Engage Redwood Public Law, LLP to represent East Bay Regional Communications System Authority (EBRCSA) as its Attorney replacing Meyers Nave.

SUMMARY/DISCUSSION:

EBRCSA was advised that Meyers Nave was restructuring and EBRCSA needed to determine if they wanted to stay with Meyers Nave or switch to Redwood Public Law, LLP. Richard D. Pio Roda who oversaw legal services to EBRCSA, while at Meyers Nave, was now a partner at Redwood Public Law. Redwood Public Law will provide legal services, public law advice, and counsel to EBRCSA. In addition, Redwood Public will provide additional services as outlined in the letter, Attachment "A". EBRCSA's decision to move to Redwood Public Law ensures that it will be represented in the future by a team that has worked closely with EBRCSA and understands its history and legal needs.

FINANCIAL IMPACT:

Redwood Law provided the rate for General Legal Services Staff Level, Attachment B. The Meyers Nave Rates from April 2022 is Attachment C. EBRCSA will be represented by Sr. Partner Richard D. Pio Roda at the current rate of \$400.00 per hour. The Meyers Nave rate for similar representation was \$495.00 per hour according to their rate sheet from April 2022. The budget has adequate funding to cover the anticipated amount of legal services EBRCSA will utilize in FY 24/25.

RECOMMENDED ACTION:

It is recommended the Committee make a recommendation to the Board of Directors that EBRCSA engage Redwood Public Law, LLP to represent East Bay Regional Communications System Authority as its Attorney replacing Meyers Nave.

Attachments:

Attachment “A” – Letter of Engagement and Fee Agreement

Attachment “B” – General Legal Services Rate Redwood Public Law

Attachment “C” – General Legal Services Meyers Nave April 2022

Attachment “D” – Meyers Nave Representation Letter



March 27, 2024

Via Email

Personal, Privileged and Confidential

Tom McCarthy
Executive Director
East Bay Regional Communications Systems Authority
4985 Broder Boulevard
Dublin, CA 94568
tmccarthy@acgov.org

Re: Confirmation of Engagement and Fee Agreement

Dear Tom:

We are grateful that the East Bay Regional Communications Systems Authority (“Client” or “Authority”) has decided to hire Redwood Public Law, LLP (“Redwood” or “we/us”) as its attorney. This letter explains the terms of our attorney-client relationship and outlines the fees Redwood charges for its services. If the Authority agrees to the terms, please sign below, return the letter to me, at which point this letter will become the “Agreement,” and we can get started representing the Authority.

1. Scope of Services

As we discussed, the Board is hiring us to provide Authority Counsel legal services, including but not limited to public law advice and counsel, and transactional, labor & employment, and risk management legal services. Redwood will provide those legal services reasonably required to represent the Authority. We will take reasonable steps to keep the Board and you informed of progress and will promptly respond to all inquiries. We will also provide additional services pursuant to the terms of this letter, if we both agree in writing, which may be in an email exchange.

2. Staffing

Although I intend to have primary responsibility for handling these matters, the Authority is retaining Redwood and not any specific attorney. I will use other attorneys and legal assistants in the best exercise of my professional judgment. If, at any time, you or the Board have any questions, concerns, or comments about how a matter is staffed, or anything else, please contact me or any other Redwood partner.

3. No Deposit

No initial deposit is expected or required prior to the provision of legal services, although Redwood reserves the right to require a deposit in advance of further legal services should the need arise.

4. Fees and Billing Practices

As compensation for our services, the Authority agrees to pay by the hour at our hourly rates for all time spent on Authority matters by Redwood's legal personnel. Current hourly rates for legal personnel working on Authority matters are listed in Attachment 1. Time is billed in minimum increments of one-tenth (0.1) of an hour. The rates on this schedule are typically revised July 1. If the Board declines to pay increased rates, Redwood will have the right to withdraw as attorney if allowed under the Rules of Professional Conduct of the State Bar of California and/or applicable law. The time charged will include, but is not limited to, the time attorneys spend on telephone calls, e-mails and other electronic communications relating to Authority matters, including calls and e-mails with you and Board members and other parties and attorneys. Attorneys will charge for waiting time and for travel time, both locally and out of town.

We will provide the Authority with a monthly statement of all attorney fees and costs incurred during the applicable billing period, as described in section 6 below. If applicable, Redwood will apply any deposit made to the balance shown on the statement. If attorney fees and costs exceed the amount of the deposit, the Authority will pay any additional balance due on receipt of Redwood's monthly statement. The Authority will also replenish the deposit each month in the amount of all payments made to Redwood from the deposit. At the conclusion of the matter, the deposit will be applied to the final statement. The Authority will be responsible for any amount due over and above the deposit. If the amount due from the Authority in the final statement is less than the amount of the deposit, the difference will be refunded to the Authority.

5. Costs and Other Charges

a. Costs, generally

Redwood will incur various costs and expenses in performing legal services under this Agreement. The Authority agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees.

b. External costs

External costs and expenses commonly include notary fees, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Redwood's cost. Costs will be advanced by Redwood and then billed to the Authority unless the costs can be met out of deposits that are applicable toward costs. However, for substantial cost items, we may, at our option, require that the Authority make advance payment.

c. Internal costs



Internal charges include, but are not limited to, storage of electronic and physical client files and other documents and files kept as part of providing legal services, legal research services, duplicating, facsimile charges, telephone and video and teleconference system charges, postage, mileage, and other administrative expenses. We have found that the most effective method of accounting for these administrative costs is to charge a flat 5% of the professional fees incurred.

d. Travel

The Authority will be charged our hourly rates for the time legal personnel spend traveling from our office to the Authority's business office or Board meetings.

e. Experts, Consultants, and Investigators

To aid in Authority matters, it might become necessary to hire expert witnesses, consultants, or investigators. The Authority agrees to pay such fees and charges. After consulting with the Authority, we will select any expert witnesses, consultants, or investigators to be hired, and we will inform the Authority of who is chosen and their charges.

f. Pre-approval for large-cost items

We will obtain Authority consent before incurring any costs more than \$1,000.

6. Statements and Payments

Redwood will send monthly statements showing attorney fees and costs incurred and their bases, any amounts applied from the deposit(s), and any current balance owed. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month unless the Authority requests a statement. We request that any balance be paid in full within 30 days after the statement is sent. The Authority agrees to promptly review all statements we send and communicate any objections, questions, or concerns about them. If a statement is not paid when due, interest will be charged on the principal balance (consisting of any unpaid fees, costs, and/or expenses) shown on the bill. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833% per month. The unpaid balance will bear interest until paid.

7. Arbitration

a. Arbitration of All Claims Including Claims of Malpractice

Any dispute between Redwood and the Authority regarding the construction, application, or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in 7.b. below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute in Alameda County, California before the American Arbitration Association, following its then prevailing rules, unless the parties agree in writing to a different arbitration method or forum. The Authority and Redwood confirm that each has read and understands this subsection and voluntarily agrees to binding arbitration. In doing so, the Authority and Redwood voluntarily give up important constitutional rights to



trial by judge or jury, as well as rights to appeal. The Authority may consult with an independent lawyer of its choice to review these arbitration provisions, and this entire agreement, prior to signing this Agreement.

b. Mandatory Fee Arbitration

Notwithstanding 7.a. above, the parties acknowledge that in any dispute over attorneys' fees, costs or both subject to the jurisdiction of the State of California over attorneys' fees, charges, costs, or expenses, the Authority has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client's Right to Fee Arbitration, the Authority does not choose to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs, or expenses will be resolved by binding arbitration as provided in 7.a. above. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures allow a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

8. Client Approval Necessary for Settlement

Redwood will not make any settlement or compromise of any nature of any claims without prior Board approval. The Board has the absolute right to accept or reject any settlement.

9. Termination of Representation

The Board of Directors may terminate our attorney-client relationship at any time. Redwood may withdraw with the Board's consent or for good cause or if allowed under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Redwood may withdraw are: (a) with Board consent; (b) Authority conduct makes it unreasonably difficult for Redwood to carry out the representation effectively; and/or (c) the Authority does not pay Redwood's fees or costs as required by this Agreement. Notwithstanding the discharge, the Authority will remain obligated to pay Redwood at the agreed rates for all services provided and to reimburse Redwood for all costs advanced. Following any termination of representation, we will release Authority files only following its delivery to us of a signed release letter containing appropriate directions and an acknowledgment of the obligation to pay outstanding fees. The Authority will be charged for the reasonable costs of retrieval, assembly, copying, processing, and transfer of all files or materials.

10. Conclusion of Services

When Redwood's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

11. Document Retention.

During Redwood's representation, the Authority might provide us with, and we might obtain documents that are relevant to, the representation. Some of those documents might be



important to the Authority and so that there is no confusion we find that it is useful at the start of the representation for us to communicate our document retention policy. Our policy reflects our commitment to using less paper and eliminating unnecessary copies of documents. Documents of record can be either hard copies or digital, regardless of the form they took originally when created or received by Redwood. Whenever it is proper and practical, Redwood prefers documents of record (official version) to be in digital format. Further, if a record is stored electronically, then paper copies may be destroyed. This helps us manage information, helps the environment, and helps control your and our costs. The materials pertaining to our representation belong to the Authority and the Authority may access them or have duplicates provided to it at any time during our engagement apart from certain Redwood accounting information. Redwood's policy is for clients to take immediate possession of paper records after the conclusion of the matter and to maintain electronic records for a period of 5 years after the conclusion of the matter. If the Authority does not notify us that it wants to take possession of paper records, we will destroy them in a secure manner. Electronic records held for five years will subsequently be destroyed unless the Authority lets us know that it wishes to take possession of them.

12. Disclaimer of Guaranty and Estimates

Nothing in this Agreement and nothing in Redwood's statements will be construed as a promise or guarantee about the outcome of a matter. Redwood makes no such promises or guarantees. Redwood's comments about the outcome of a matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made or estimate of fees given by Redwood are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

13. Professional Liability Insurance Disclosure

Pursuant to California Rule of Professional Conduct 1.4.2.(a), Redwood confirms that it has professional liability insurance. We maintain the following insurance, at a minimum:

General liability and property damage	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Professional errors and omission	\$5,000,000 aggregate

14. Reserved.

15. Notices

The Authority may give written notice to Redwood using the address set forth above, and Redwood may give the Authority notice using the address set forth above. Either party may change its address for notifications by notifying the other party in writing in accordance with this paragraph.

16. Consent to Use of E-Mail and Cloud Services

To provide the Authority with efficient and convenient legal services, the Authority and Redwood will frequently communicate and transmit documents using e-mail. There may be



risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, the Authority consents to such e-mail transmissions with its representatives and agents.

In addition, Redwood uses cloud computing services with servers located in a facility other than Redwood's office. Most of Redwood's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, the Authority understands and consents to having communications, documents, and information pertinent to its matters stored in such a cloud-based service. Rest assured that Redwood takes reasonable precautions to ensure Authority data is maintained securely.

17. Conflicts of Interest

Redwood's practice involves the representation of many public entities in the State of California of all types. It is not uncommon for such entities to have strong views on matters of public policy that diverge from one another.

Redwood performs a variety of professional services for its clients, and it is possible that Redwood will represent clients or entities that are adverse to the Authority on other, unrelated matters or that Redwood will represent another client that has views on public policy or legal matters that differ from the Authority's views on those policies or matters. The Authority expressly agrees that it waives any actual or potential conflicts that might arise from such future representations, that it will not attempt to disqualify Redwood on such matters, and that Redwood is free to represent its clients on such matters.

By executing this Agreement, the Authority acknowledges that it and Redwood have discussed these matters and that it confirms that it does not object to Redwood's representation of clients on matters where those clients' legal, governmental, or political objectives and/or positions may be different from or adverse to the Authority, and that Authority waive any conflicts of interest with respect to our representation of such clients with differing legal, governmental or political interests. The Authority further confirms that it will not assert any conflict of interest concerning such representations or attempt to disqualify Redwood from representing such clients notwithstanding such adversity.

The Authority agrees that, while it may terminate the attorney-client relationship with Redwood, Redwood would be free to represent such clients even on those matters that it consider adverse, and that the Authority waives any conflict of interest in connection therewith. Of course, the Authority's acknowledgments and consents above do not permit Redwood to represent another client in the same matter in which Redwood is adverse to the Authority and do not permit Redwood to represent another client if there would be a significant risk that Redwood's representation of the Authority would be materially limited by the representation of the other client. Any such representation would require Redwood to obtain the Authority's informed written consent and the same from the other client.

18. Entire Agreement

This is our entire agreement. No other agreement, statement, or promise made on or before the effective date of this agreement will bind either of us.



19. Severability in Event of Partial Invalidity

If any provision of this letter, as agreed to by the Authority, is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the letter will be severable and remain in effect.

20. Modification By Subsequent Agreement

The Authority and Redwood may only modify this Agreement by our mutual subsequent written amendment.

21. Governing Law

This Agreement is governed by, and must be interpreted under, California law, and any court proceedings relating to this Agreement must be instituted in the County of Alameda.

22. Effective Date

This Agreement will govern all legal services performed by Redwood on the Authority's behalf commencing with the date Redwood first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, the Authority will be obligated to pay Redwood the reasonable value of any services Redwood may have performed for it.

Very truly yours,



REDWOOD PUBLIC LAW, LLP
Richard D. Pio Roda, Partner

Agreed:
East Bay Regional Communications
Systems Authority

By: _____
Name: Chief Paige Meyer
Its: Chairman of the Board



ATTACHMENT 1

General Legal Services

Staff Level	Rate
Sr. Partner	\$400
Partner	\$390
Sr. Of Counsel	\$370
Of Counsel	\$350
Sr. Associate	\$340
Mid-level Associate	\$330
Associate	\$325
Paralegal	\$180
Law Clerk	\$180

Rates increase every January 1st by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.00.



ATTACHMENT 1

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Paralegal	\$180
Law Clerk	\$180

Rates increase every January 1st by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.00.



ATTACHMENT 1

**MEYERS NAVE
RATE SHEET**

Sr. Principal	\$495
Principal	\$435
Sr. Of Counsel	\$350
Of Counsel	\$330
Sr. Associate	\$290
Mid-level Associate	\$270
Junior Associate	\$250
Sr. Paralegal	\$200
Paralegal	\$180
Law Clerk	\$240
Litigation Support Specialist	\$230

Our rates adjust every January (appropriate date) by the greater of 3% or the relevant local CPI increase over the prior 12 month period, rounded to the nearest \$5.

March 11, 2024

VIA ELECTRONIC MAIL ONLY

Chief Paige Meyer
Chairperson of the Board
East Bay Regional Communications
Systems Authority
4985 Broder Boulevard
Dublin, CA 94568
Email: pmeyer@srvfire.ca.gov

Re: Representation of East Bay Communications Systems Authority (MN File Nos. 1308.002—all matters)

Dear Chief Meyer:

We are writing to inform you that effective as of the close of business on March 14, 2024, Richard D. Pio Roda will be leaving Meyers Nave, a Professional Corporation ("Meyers Nave") to join Redwood Public Law LLP. In the interim, Rich will remain at Meyers Nave and continue to be available to you at his existing Meyers Nave email and cell phone.

As a client, the East Bay Regional Communications Systems Authority (EBRCSA) has several options for the matters presently being handled for you by Rich. You can either: (i) keep the matters at Meyers Nave; (ii) direct that the matters be transferred to Mr. Pio Roda at his new law firm; or (iii) retain new counsel to assist you in these matters.

Whatever your decision, we want to assure you that EBRCSA's interests will at all times be protected fully during the transition process. Should the matters be transferred from Meyers Nave, we will see that all necessary steps in the process are completed promptly and professionally to facilitate a smooth transition. If the matters are to be transferred, we will need written confirmation from you of that fact, along with express authorization for Meyers Nave to release files to the firm you have selected.

As soon as possible, please return the enclosed form to advise us of your decision regarding the matters presently being handled by Meyers Nave. Please send the completed form by pdf copy to both David Skinner, Chief Executive Officer at dskinner@meyersnave.com and to Richard Pio Roda at richard@redwoodpubliclaw.com.

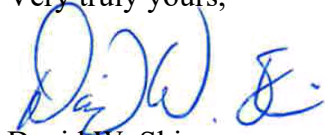
Chief Paige Meyer
Chairperson of the Board
March 11, 2024
Page 2

We will do our best to minimize any inconvenience these changes may cause and urge you to contact either of the undersigned with any questions or concerns you might have. For your reference, beginning on March 15, 2024, Richard's contact information will be as follows:

Redwood Public Law LLP
66 Franklin Street, Suite 300
Oakland, CA 94607
415.533.4321 (Mobile)
richard@redwoodpubliclaw.com

Thank you very much for your prompt attention to this matter.

Very truly yours,



David W. Skinner
Chief Executive Officer/Managing Principal



Richard D. Pio Roda

5671594.1

Disposition of Matters

Please respond via email to David Skinner, Chief Executive Officer/Managing Principal at dskinner@meyersnave.com and Richard D. Pio Roda at richard@redwoodpubliclaw.com.

Richard D. Pio Roda at Meyers Nave is presently representing EBRCSA in the following matters:

MN Client/ Matter No.	Matter Name
1308	All matters.

In light of Mr. Pio Roda's departure from Meyers Nave, EBRCSA directs as follows:

- ☐ Keep the matters at Meyers Nave.
- ☐ Direct that the matters of 1308—all matters be transferred to Richard D. Pio Roda at Redwood Public Law.
- ☐ The physical and electronic files for the matters identified above are to be returned to EBRCSA **or** transferred to another attorney, as indicated below. Please return any retainer that Meyers Nave is holding to me.

New Attorney Name:

Address:

Phone:

Dated: _____

**East Bay Regional Communications Systems
Authority**

By: Chief Paige Meyer

Title: Chairman of the Board



East Bay Regional Communications System Authority



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

AGENDA ITEM NO. 7.

AGENDA STATEMENT FINANCE COMMITTEE MEETING DATE: April 19, 2024

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

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

SUBJECT: CSI Contract for Engineering analysis and Frequency Services

RECOMMENDATIONS:

Recommend to the Board of Directors a Contract with CSI Telecommunications to provide East Bay Regional Communications System Authority (EBRCSA) with technological services, engineering services, and assistance with FCC Licensing.

SUMMARY/DISCUSSION:

CSI Telecommunications, Inc. is a team of Consulting Engineers that are subject matter experts in radio communication, microwave systems, and radio interference. CSI has assisted EBRCSA in securing Radio Frequencies from the FCC for several years. CSI Engineers have also provided subject matter expertise reviewing projects for EBRCSA and providing expertise on changes to the EBRCSA System.

CSI participates in the EBRCSA Technical Advisory Committee meetings and provides assistance to the two radio shops that work with EBRCSA. CSI performs all deconfliction management for our radio frequencies and Microwave Paths. The services provided by CSI cannot be provided by the Alameda or Contra Costa Counties Radio Shops.

The attached proposal (Attachment "A") provided by CSI provides additional information as to the scope of work proposed. The current contract with CSI has expired, however, CSI has

continued to provide services and the term of the contract is January 1, 2024 and terminates on December 31, 2025.

FISCAL IMPACT:

If the Finance Committee recommends to the Board of Directors entering into a contract with CSI, the FY 24/25 budget has adequate funding for the year. The contract has a cap of \$200,000.00 as written.

RECOMMENDED ACTION:

It is recommended that the Committee discuss and reach a consensus concerning the CSI Telecommunications contract for presentation to the EBRCSA Board of Directors.

Attachments:

Attachment "A" – CSI Proposal

1. **Contract Identification.**

Subject: Telecommunications Engineering, Analysis and Frequency Services

2. **Parties.** The East Bay Regional Communications System Authority (EBRCSA) and the following named Contractor mutually agree and promise as follows:

Contractor: CSI Telecommunications, Inc.

Capacity: California Corporation

Address: Six Hamilton Landing, Suite 170, Novato, CA 94949

3. **Term.** The effective date of this Contract is January 1, 2024. It terminates on December 31, 2025 unless sooner terminated as provided herein.

4. **Payment Limit.** EBRCSA's total payments to Contractor under this Contract shall not exceed \$ 200,000.00 per calendar year.

5. **EBRCSA's Obligations.** EBRCSA shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

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

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

N/A

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code Section 31000

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

EAST BAY REGIONAL RADIO COMMUNICATION SYSTEM AUTHORITY

CHAIRMAN, BOARD OF DIRECTORS

By: _____

Fire Chief Paige Meyer

CONTRACTOR

Signature A

Name of business entity:

CSI Telecommunications, Inc.

By: Catherine F. Newman

Catherine F. Newman, President

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

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: As set forth in Section C (Payment Provisions) of the attached Service Plan.
2. **Payment Demands.** Contractor shall submit written demands for payment on their stationary in a manner and form acceptable to EBRCSA . Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by EBRCSA's Executive Director, or his designee, EBRCSA will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If EBRCSA is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to EBRCSA a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, EBRCSA shall not pay Contractor for such services to the extent EBRCSA's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** EBRCSA has the right to withhold payment to Contractor when, in the opinion of EBRCSA expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay EBRCSA the full amount of EBRCSA's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:

CFE
Contractor

EBRCSA

- A. **Contractor's Obligations:** During the term of this Contract, Contractor will work with EBRCSA employees, under the direction of the Executive Director, to provide telecommunications permitting assistance, Federal Communications Commission ("FCC") license application engineering/frequency coordination, and preparation of specifications for EBRCSA's Microwave and Public Safety Radio Systems.
- B. **Scope of Work:** Under the terms of this Service Plan, Contractor will perform the following professional services, which include but are not limited to the following:
1. Radio frequency coordination, permitting, application, selection, radio site construction period filing, monitoring of all County microwave and land mobile radio frequency licensing;
 2. Resolution of radio frequency interference reports or complaints against EBRCSA;
 3. Creation and/or filing of radio frequency interference reports on EBRCSA's behalf;
 4. Radio frequency coordination for application of new frequencies or changes to existing frequencies;
 5. Monitor, locate, coordinate and resolve radio frequency interference;
 6. Provide radio frequency and system performance or usage analysis;
 7. Provide radio or microwave infrastructure engineering;
 8. FCC Part 90 radio frequency license monitoring, protection, and licensing services;
 9. FCC Part 91 Microwave frequency protection services;
 10. Attend EBRCSA meetings, National Public Safety Planning Advisory Committee Region 6 Meetings, and other appropriate meetings and/or conferences at the request of the Executive Director;
 11. Preparation and electronic filing of FCC applications;
 12. Preparation of other FCC documents and filings as directed by the Executive Director;
 13. Radio systems engineering;
 14. Oversight of projects pertaining to the EBRCSA system.
- C. **Payment Provisions:** Contractor shall submit said invoices no later than 30 days after the end of the month in which the services upon which such demand is based were rendered. Subject to the payment limit set forth in Section 4 (Payment Limit) of this Contract, EBRCSA will pay Contractor for services rendered under this Contract at the rate of \$250.00 per hour. Subject to the Payment Limit, the Department may revise the foregoing payment provisions through an Administrative Amendment to this contract as provided by Section 8(b) of the attached General Conditions. Contractor may pay fees on behalf of EBRCSA for registration, permits, and licenses related to EBRCSA's radio frequency rights after receiving written approval from EBRCSA. EBRCSA will reimburse Contractor for the payment of these fees in the amount of the payment, without markup. Contractor will be reimbursed for incidental expenses such as mileage, copying costs, meals, etc.

Initials:


Contractor_____
EBRCSA

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hour, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of EBRCSA, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of EBRCSA, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by EBRCSA.
4. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of EBRCSA, the State of California, and the United States Government.
5. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to EBRCSA, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

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

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

6. **Reporting Requirements.** Pursuant to Government Code section 7550, Contractor must include

Initials: CEA
Contractor EBRCSA

in all documents and written reports completed and submitted to EBRCSA in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of the Contract exceeds \$5,000.

7. Termination and Cancellation.

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-days advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** EBRCSA, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, EBRCSA may proceed with the work in any reasonable manner it chooses. The cost to EBRCSA of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to EBRCSA's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-EBRCSA funding for this Contract ceases, this Contract is terminated without notice.

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

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

10. Modifications and Amendments.

- a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA's Executive Director, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and EBRCSA's Executive Director, subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

Initials:

CFN

Contractor

EBRCSA

11. **Disputes.** Disagreements between EBRCSA and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the Executive Director of EBRCSA, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
12. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Alameda County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of either Alameda County or Contra Costa County, in the State of California.
13. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with federal or state requirements.
14. **No Waiver by EBRCSA.** Subject to Paragraph 11. (Disputes) of these General Conditions, Inspections or approvals or statements by any officer, agent or employee of EBRCSA indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefore, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is EBRCSA thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
15. **Subcontract and Assignment.** This contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the Executive Director or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
16. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits EBRCSA provides to its employees. In the event that EBRCSA exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
17. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by EBRCSA,

Initials:


Contractor_____
EBRCSA

Contractor will complete a "Statement of Economic Interest" form and file it with EBRCSA and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with EBRCSA. Contractor covenants that Contractor, its employees and officials, are not now employed by EBRCSA and have not been so employed by EBRCSA within twelve months immediately preceding this Contract. Contractor will indemnify, defend, and hold EBRCSA harmless from any and all claims, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

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

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

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

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

21. Insurance. During the entire term of this Contract any extension or modification thereof,

Initials:

CFN
Contractor

EBRCSA

Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damaged ton or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include EBRCSA and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to Policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under the Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and the Contractor must provide EBRCSA with a copy of the endorsement making EBRCSA an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide EBRCSA with (a) certificates(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire a new insurance policy(ies) or amend the coverage afforded through and endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** The insurance policies provided by the Contractor must include a provision for thirty (30) days written notice to EBRCSA before cancellation or material change of the above-specified coverage.
22. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to EBRCSA must be addressed to the Executive Director of EBRCSA. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to EBRCSA is the date of receipt by the Executive Director of EBRCSA.
23. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions of Service Plan expressly provide otherwise.
24. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or

Initials:

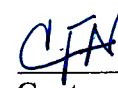
CFN
Contractor

EBRCSA

understanding that the services provided by the Contractor under this Contract will be purchased by EBRCSA under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

- 25. Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with notice requirements of Revenue & Taxations Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
- 26. No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
- 27. Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the Executive Director. If any material is subject to copyright, EBRCSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
- 28. Endorsements.** In its capacity as a contractor with EBRCSA, Contractor will not publicly endorse or oppose the use any particular brand name or commercial product without the prior written approval of EBRCSA. In its EBRCSA-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of EBRCSA. In its EBRCSA-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of EBRCSA. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Directors, EBRCSA officers, or others who may be authorized by the Board of Directors or by law to receive such views.
- 29. Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to EBRCSA, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide EBRCSA with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and audit may be required by, appropriate

Initials:



Contractor

EBRCSA

officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or EBRCSA. If any such audit is required, Contractor must provide EBRCSA with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. EBRCSA may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until EBRCSA receives the audit from the Contractor.

30. **Authorizations.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
31. **No Implied Waiver.** The waiver by EBRCSA of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Initials:


Contractor

EBRCSA



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. 8.

AGENDA STATEMENT FINANCE COMMITTEE MEETING MEETING DATE: April 19, 2024

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

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

SUBJECT: Change in Services Agreement with Motorola Solutions Inc. to Provide System Support, Repair, Trouble-Shooting, and Consulting/Problem-Solving

RECOMMENDATIONS:

Review, and if Committee agrees, make a recommendation to the Board of Directors to renew the Services Agreement with Motorola Solutions Inc. to continue System support and training for the East Bay Regional Communications System Authority (EBRCSA) System for the period of July 1, 2023, through June 30, 2024

SUMMARY/DISCUSSION:

Representatives from Alameda County, Contra Costa County, and EBRCSA, have been working with Motorola Solutions Inc. ("Motorola") since the EBRCSA System was completed in 2012 to maintain the system and ensure the System is functioning correctly. EBRCSA relies on Motorola to provide ongoing Technical Support:

- Provide technical and managerial assistance during critical response situations
- Zone Controller Roles and coordination with Dispatch Centers
- Technical Support and Training to County Radio Shops
- User Support and Interaction

In the past, EBRCSA had a contract with Motorola to provide a System Manager and Technician who were through a contract with Motorola referred to as the Network Administration. With the upgrades to the EBRCSA System in the past year and the new System Upgrade Agreement (SUA), EBRCSA now has a system agreement instead of the contract which has expired. The system agreement is services as needed agreement rather than personnel at EBRCSA. The model is more efficient for managing the cost of services provided. Contract for Network Administration was approximately \$248,000 per year. For the past year the Service Agreement is \$96,000 and this was the most efficient method of managing the Motorola interaction because this allowed EBRCSA to keep separate the new projects from the ongoing maintenance and security upgrades.

FISCAL IMPACT:

The Services Agreement (Attachment “A”) is for \$96,000.00 for the fiscal year FY2023/2024 and is included in the FY 2023/2024 Budget under Network Administration. The funding for the Network Administration did not require an increase in the user fees for EBRCSA members.

RECOMMENDED ACTION:

It is recommended that the Committee recommend to the Board of Directors the renewal of the Services Agreement with Motorola Solutions Inc. to continue System support and training for the East Bay Regional Communications System Authority (EBRCSA) System

Attachments: “A”



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072667
Contract Number: USC000007120
Contract Modifier: R03-MAR-23 11:23:43

Date:03/03/2023

Company Name: EAST BAY REGIONAL COMMUNICATIONS
SYSTEM AUTHORITY

Attn:

Billing Address: 4985 BRODER BLVD

City, State, Zip: DUBLIN , CA, 94568

Customer Contact: Tom McCarthy

Phone: 510-255-5930

Required P.O. :

PO # :

Customer # :1036520494

Bill to Tag # :

Contract Start Date :01-Jul-2023

Contract End Date :30-Jun-2024

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$273,960.00
		Subtotal - Recurring Services	\$22,830.00
		Subtotal - One-Time Event Services	\$0.00
		Total	\$273,960.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

2023 - 2024 Managed Services

Services described in attached SOW performed by Motorola FSO



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Cyber Services / Opt-In Acknowledgement Section:

Note: *This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.*

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	#_____
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	#_____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	#_____

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

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Cheri Lynn Eklund

925-453-1837

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
Contract Number : USC000007120
Contract Modifier : R03-MAR-23 11:23:43
Contract Start Date : 01-Jul-2023
Contract End Date : 30-Jun-2024



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Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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



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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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



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

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

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

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

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

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

Revised Sept 03, 2022



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

EBRCSA
Managed Services
07/01/2023 – 06/30/2024
Scope of Work

Configuration Management

1. Document configuration requirements
 - a. Technology requirements and capability
 - b. Interoperability requirements
 - c. Programming requirements
 - d. Operational requirements
 - e. Special situation reconfiguration requirements
2. Maintain system configuration records

Programming Templates Maintenance

1. Establish procedure to reprogram
2. Document and maintain device programming templates
3. Verify current version at each service provider
4. Encryption – work with agencies

System Documentation

1. Maintain system documentation
2. Maintain operational and technical manuals
3. Monthly Asset of System
4. Billing Cycle report – (report on how many radios each agency has for billing)

System Programming

1. Maintain and confirm current radio equipment programming templates
2. Establish procedure to reprogram field devices
 - a. Radio ID Programming Changes

- b. Radio Talkgroup Programming
 - c. Radio Programming To Add/Remove Operating Features
 - d. Establish procedure to reprogram infrastructure equipment
 - e. Establish procedure to reprogram equipment in response to a storm plan
- 3. Coordinate programming activities
 - 4. Apply MTNs
 - 5. Monthly Backup of Servicers
 - 6. TNCT – Point of Contact
 - 7. MFA hard-tokens (working with Customer IT)
 - 8. NCP Secure Connect software license.serial

Technical Support

- 1. Provide technical and managerial assistance during critical response situations
- 2. Contact SSC Call Center when a problem occurs and provide System ID, description of problem, and contact information
- 3. Zone controller roles – coordinate dispatch centers
- 4. Notify centers of equipment replacements, downtime, expectations
- 5. Provide County Radio shops with technical support/training (8 hours a month)

User Support and Interaction

- 1. Establish procedures to review user needs
- 2. Establish procedures to respond to end user system questions and concerns
- 3. Provide regular meetings with user groups regarding system performance and capabilities



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.

AGENDA STATEMENT FINANCE COMMITTEE MEETING DATE: April 19, 2024

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

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

SUBJECT: Memorandum of Understanding East Bay Regional Communications System Authority Interoperability

RECOMMENDATIONS:

Request Committee discuss and make a recommendation to the Board of Directors regarding Memorandum of Understanding between the Cities of Milpitas, Menlo Park, Fremont, and East Bay Regional Communications System Authority regarding Radio Interoperability (EBRCSA).

SUMMARY/DISCUSSION:

Public Safety in the South Bay areas of the Dumbarton and San Mateo Bridges are often simultaneously dispatched to emergencies and rely on each other to coordinate their response and communicate with each other to provide life saving services to patients. The different districts radio services are provided by either EBRCSA or Silicon Valley Regional Interoperability Authority (SVRIA). EBRCSA and SVRIA are built similarly allowing their Public Safety Members to have Interoperability with the simple sharing of frequencies with each other. Emergencies do not know boundaries so by creating this MOU, EBRCSA can outline the parameters and practice of sharing frequencies and connecting any of these agencies during an emergency response.

The MOU ensures EBRCSA and SVRIA know who is on their system and the ability to communicate any changes to the system to the known users and guests.

FISCAL IMPACT:

No fiscal impact to EBRCSA. The programming of the radios is requested by the agency and performed by their respective radio shops.

RECOMMENDED ACTION:

It is recommended that the Committee provide its recommendation to the Board of Directors as to approval of the Interoperability MOU between EBRCSA, SVRIA, Fremont, Menlo Park, and Milpitas.

Attachments:

Attachment "A" – MOU

Memorandum of Understanding
Between The Cities Of Milpitas , Menlo Park, Fremont and the East Bay Regional
Communications System Authority Regarding Radio Interoperability

This Memorandum of Understanding ("**MOU**") is made this day of _____, 2024 ("**Effective Date**") by and among the East Bay Regional System Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California ("**EBRCSA**"), the City of Fremont ("**City**"), and the Cities of Milpitas and Menlo Park . The parties may be individually referred to as a "**Party**" and collectively "**Parties.**"

RECITALS

A. EBRCSA is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "**Act**"), formed by the local agencies (the "**Members**") that are signatories to a Joint Exercise of Powers Agreement dated as of September 11, 2007 (the "**JPA Agreement**"). The Authority has developed a P25 compliant communications system that allows the highest level of interoperable communication in digital mode, which serves Alameda and Contra Costa Counties and individual political jurisdictions therein (the "**System**").

B. EBRCSA has also entered into Operating Agreements with other local agencies whereby EBRCSA owns and operates the System for the benefit of those agencies (collectively, the "**Users**"). Pursuant to those Operating Agreements, **Users** agreed to pay a portion of the cost of the System, consisting of a buy-in cost based on the number of radios in use in the System, the cost of the System and the cost of annual operation of the System (collectively, "**User Payments**").

C. EBRCSA as the Grantor, and City as a Member, wish to facilitate radio interoperability for the Cities of Milpitas and Menlo Park (collectively, "**Grantees**"). The Grantees are not a Member or User and therefore this MOU is necessary to enable Grantees' authorized personnel to communicate with Members and Users (collectively, the "**Participants**") with whom its authorized personnel work on a regular and recurring basis under the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein.
2. Term. This MOU shall become effective on the Effective Date and shall remain in effect until December 31, 2030 unless sooner terminated pursuant to Section 26 ("**Term**").

3. Authorized Personnel. Grantees shall permit only their authorized personnel to use Radios as defined in Section 6 and transmit on the Channels as defined in Section 5. Grantees shall not allow any unauthorized personnel to access the Radios or the Channels.
4. Authorized Use. Grantees' authorized personnel may use the Channels only in the following circumstances: (1) during joint operations with Participants performing emergency response; (2) during Priority 1 circumstances as defined in the California Law Enforcement Mutual Aid Radio System Plan ("**CLEMARS**") – disaster and extreme emergency operations for mutual aid and interagency communications with Participants; or (3) during Priority 2 circumstances as defined in the CLEMARS - emergency or urgent operations involving imminent safety of life or protection of property with Participants. With the prior written approval of EBRCSA, Grantees may also use the Channels for training purposes when conducting joint trainings with Participants.
5. Talkgroups and Channels. Grantees and its authorized personnel may access and transmit only on the following talkgroups and channels: EBRCSA (Regional Interoperability) Talk Groups: XAL DSP 1, XAL DSP 2, XAL TAC 3, XAL TAC 4, XAL TAC 5, XAL TAC 6, XAL TAC 7, XAL TAC 8, XAL TAC 9, XAL TAC 10, XAL TAC 11, XAL CMD 16, XAL CMD 17, XAL CMD 18, XALFIR10 and XAL EMRG 21A (collectively "**Channels**") provided that such Channels which are encrypted require AES 256 encryption in order to access, and Grantees shall ensure its use of such encrypted Channels complies with all applicable law, regulations, guidance and administrative interpretations/orders regarding such use. All EBRCSA Channels are recorded.
6. Radio Capabilities. Grantees shall obtain its own radios capable of operation on a Motorola Phase 2 Digital TDMA P25 system with the most current version upgrade installed in order to access Channels on Grantor's 700/800 MHz Interoperability System ("**Radios**"). Grantees shall not utilize FDMA Radios on the Channels.
7. Radio System Maintenance and Upgrades. Grantor may perform periodic System upgrades and/or decommission parts of its radio systems. Grantor shall take all reasonable steps to ensure the System is backward compatible with the Radios. Notwithstanding that, Grantor does not guarantee that Grantees' Radios will be compatible for use throughout the Term.
8. Radio Programming and Costs. Upon EBRCSA's request, Grantees shall provide the Radios to the Alameda County Radio Shop and Contra Costa County Radio Shop , Motorola and other programming entities selected by EBRCSA (collectively, "**Radio Shop**") to program, apply firmware upgrades, perform radio alignment and/or perform any other programming to enable the Radios to function on the System (collectively "**Services**"). Once the Radios are provided to the Radio Shop pursuant to this Section, Radio Shop will send an invoice to Grantees for the Services and Grantees shall remit payment to the Radio Shop prior to the Radio Shop performing the Services. Radio Shop will complete the programming and performance tests within 30 days of receipt of payment by Grantees or delivery by Grantees

of the Radios to the Radio Shop, whichever is later. Grantees shall be responsible for all maintenance and repair costs on the Radios.

9. Radio Identification Sheet. Grantees shall provide the Radio Shop with a completed Radio Identification Sheet substantially in the form attached hereto and incorporated herein as Exhibit A for each Radio provided to it to allow Grantor to track transmissions on Grantor's Channels. Within fifteen (15) calendar days of Grantees' personnel change to an assigned Radio, Grantees shall provide an updated Radio Identification Sheet to the Radio Shop responsible for the programming of such Radio identifying the change.
10. Radio Limit. Grantees are authorized to use a maximum of [insert numbers for Milpitas and Menlo Park] Radios for use on the Channels.
11. Lost or Stolen Radio. In the event a Radio is lost or stolen, Grantees shall immediately, and in any event no later than 24 hours, contact EBRCSA and advise it of the six-or eight-digit radio number assigned to such Radio for deactivation from its System. If the Radio is subsequently found, Grantees shall notify EBRCSA of the same and it may be enabled again for use on the Channels.
12. Radio Identification. Radio Shop will designate and log a unique Radio call sign to each Radio its performs Services upon ("**Call Sign**"). Grantees shall ensure its personnel identify themselves with such Call Sign when they utilize the Radios on the Channels.
13. Patching Prohibited. Grantees shall ensure that their personnel is prohibited from using frequency bridging equipment, a dispatch console or any other similar mechanism to "patch" or link any Channel to any other system, channel, sub-system or communications bridging equipment.
14. Communication Over Radio. Grantees shall ensure that its personnel use plain speech when communicating on the Channels. In the event of inappropriate language or behavior, or misuse of the radio system by any of Grantees' personnel, Grantor may disallow that individual from using the Channels, or may terminate this MOU upon written notice to Grantees prior to such action.
15. Disabling Radios. Grantor may disable a Radio temporarily or permanently in Grantor's sole discretion. Examples of when Grantor may determine to disable a Radio include, but are not limited to, (1) if the Radio is malfunctioning, (2) if Grantees' authorized personnel assigned to that Radio are using it in violation of the terms of this MOU, or (3) if the Radio is in any way interfering with the Grantor's communications.
16. CLETS Transactions Prohibited. Grantees shall not run or request to run any California Law Enforcement Telecommunications System ("**CLETS**") transactions through Grantor's Channels. Should Grantees require a CLETS transaction, it will switch to its primary channel to request the transaction through its agency ORI.

17. Access to EBRCSA Records. If Grantees seeks access to EBRCSA records regarding radio transmissions, it shall submit a written request to the EBRCSA Custodian of Records. The request shall specify the CAD or incident number (if known), the date and location of the incident, and the name, phone number and address of Grantees' contact for the request who is authorized to obtain the information. Grantees agrees to treat any unredacted records produced pursuant to this Section as confidential, to the extent permitted by law, and to use such records for official purposes only.
18. Notices. Unless otherwise specifically provided herein, all notices and other communications shall be in writing, addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via email:

To EBRCSA:

East Bay Regional Communications System Authority
4985 Broder Blvd
Dublin, CA 94569
Attention: Tom McCarthy, Executive Director
Email Address: Tmccarthy@acgov.org

To FREMONT:

City of Fremont
3300 Capitol Avenue
Fremont, CA 94538
Attention: Zoraida Diaz, Fire Chief
Email Address: zdiaz@fremont.gov

To MILPITAS:

City of Milpitas
Address:
Address:
Attention:
Email:

To MENLO PARK

City of MENLO PARK
Address:
Address:
Attention:
Email:

Menlo Park Fire District

Michael Stahl

Fire Captain

Menlo Park Fire Protection District

(650) 688-8434

michaels@menlofire.org

Jason Schoonover

Fire Chief

Milpitas Fire Department

(408) 586-2811

jschoonover@milpitas.gov

From time to time any Party may designate a new address or recipient for notice for purposes of this Section 18 by written notice to the other Party.

19. Contact Information. Each Party shall provide the other Party with a list of appropriate contact personnel for notices and notifications under this MOU. Each Party is responsible for updating the list to ensure it is current.

20. Hold Harmless and Indemnification. Grantees agrees to protect, indemnify, defend with counsel acceptable to Grantor and City, and hold harmless Grantor and its elective or appointive boards, officers, agents, and employees, and the City and its elected officials, officers, employees and agents from and against any and all claims, liabilities, demands, and expenses, or damages of any nature, including court, litigation and dispute resolution costs and attorneys' fees, for damages of any nature, including but not limited to injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with Grantees' use of the Radio and/or Channels or performance or lack of performance under the MOU by Grantees, Grantees' agents, officers, employees, contractors or subcontractors (collectively, the "**Claims**"), except for Claims resulting from

the sole negligence or willful misconduct of Grantor in which case Grantees' obligations pursuant to this Section shall inure to City or sole negligence or willful misconduct of City in which case Grantees' obligations pursuant to this Section shall inure to Grantor. Grantees' obligation to indemnify and defend Grantor and City shall apply to all liability regardless of whether any insurance policies are applicable. Any such policy limits shall not act as a limitation upon the amount of indemnification to be provided by Grantees.

This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the Grantees to indemnify the Grantor and the City shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this MOU.

21. No Guaranty or Warranty of Performance. Grantor does not guarantee, and there is no warranty, express or implied, that the Radios or Channels will function completely or properly. Neither Grantor nor City assumes any responsibility, liability for any radio call that is lost, dropped or unable to be made with any radios used by Grantees under this MOU. Grantees assume all liability for the failure of the Radios or Channels to complete, initiate or continue any radio call.
22. No Assignment or Subcontracting. Grantees may not subcontract or assign any rights, duties or obligations under this MOU. Any assignment made in violation of this provision shall confer no rights on any Party and shall be null and void.
23. Independent Agencies. None of the provisions of this MOU are intended to create, and none shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the MOU. Neither Party nor its employees is an employee of the other Party; nor is either Party or its employees entitled to any of the benefits and protections afforded to employees of the other Party. The Parties to this MOU shall have no authority, express or implied, to act on behalf of each other's signatories in any capacity whatsoever as an agent. The Parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation whatsoever outside of this MOU. The Parties agree that the provisions of this MOU are not intended to directly benefit any third Party, and shall not be enforceable by any person or entity not a Party to this MOU. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the Parties to this MOU.
24. Proprietary or Confidential Information of EBRCSA. Grantees understand and agree that in accessing and using the Channels under this MOU, Grantees may have access to private or confidential information that may be owned or controlled by EBRCSA or to which EBRCSA has authorized access, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to EBRCSA or to third parties. Grantees agree that all information disclosed by EBRCSA to Grantees or to which Grantees

have access by virtue of this MOU shall be held in confidence and used only in performance of the MOU.

25. Modification of MOU. This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.
26. Termination. Any Party may terminate this MOU for any reason at any time upon ten (10) business days written notice to the other Parties.
27. Entire MOU. This MOU sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 25, "Modification of MOU."
28. Severability. Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable
29. Interpretation, Jurisdiction and Venue. The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for any litigation relative to the formation, interpretation and performance of this MOU shall be in Alameda County, California.
30. Execution in Counterpart. This MOU may be executed in counterparts, either manually or digitally, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one MOU, which shall be binding upon and effective as to all Parties. This MOU may be signed by an electronic signature as defined in California Civil Code Section 1633.2.
31. Compliance with Laws. In performing any services required under this MOU, the Parties shall observe and comply with all applicable Federal, State and local laws and regulations.
32. No Waiver. The failure of any Party hereto to enforce any of the provisions of this MOU, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.
33. Authority to Enter into MOU. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to execute this MOU and to bind each of their respective Parties.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereby have executed this MOU on the dates specified herein.

Agency: East Bay Regional Communications System Authority

Contact : Tom McCarthy

Contact Ph # 510-225-5930

Rank/Position: Executive Director

Email: Tmccarthy@acgov.org

Date: _____

Signature _____

Approved as to form:

Laura McKinney, Authority Counsel

Agency: City of Fremont _____

Contact : Zoraida Diaz _____

Contact Ph Rank/Position: Fire Chief _____

Email: zdiaz@fremont.gov _____

Date: _____

Signature _____

Agency: City of Milpitas _____

Contact : _____

Position: _____

Email: _____

Date: _____

Signature _____

Agency: City of Menlo Park _____

Contact : _____

Position: _____

Email: _____

Date: _____

Signature _____

EXHIBIT A

Radio Identification Sheet

Owner: _____

Radio Brand: Motorola or Compatible Subscriber

Radio Serial #: See Attachment B

Call Sign: See Attachment B

Agent Assigned: Insert name of authorized personnel
Last First M.I.

Agent Badge Number: (Various)

To be completed by Authorized EBRCSA Programming Entity - Radio Shop

Date programmed on 700/800 MHz Interoperability System:

Radio ID #: _____

Radio Alias: _____

24/7 POC for any issues with this Unit is required.

Name: _____

Email: _____

Phone#: _____

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