



## **East Bay Regional Communications System Authority**



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

### **BOARD OF DIRECTORS MEETING**

#### **NOTICE OF REGULAR MEETING**

**DATE: May 10, 2019**

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

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

### **AGENDA**

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1. **Closed Session:** (None) **Time:** N/A
  2. **Call to Order/Roll Call:** (Regular Session) **Time:** 10:00 a.m.
  3. **Report on Closed Session:** None
  4. **Public Comments (Meeting Open to the Public):**  
At this time, the public is permitted to address the Board on items within the Board's subject matter jurisdiction that do not appear on the agenda. Please step to the podium and clearly state your name for the record. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. If the item requires action, it will be referred to staff and/or placed on the next agenda. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration, and then make your way to the podium. Please limit comments to a maximum of three (3) minutes.
  5. **Presentations:** None
  6. **Approval of Minutes**
    - 6.1 Approval of Minutes from the Special Board Meeting of March 1, 2019
  7. **Written Communications:** None
  8. **Public Hearings:** None
  9. **Action Items:**
    - 9.1 Renewal of agreement with Motorola for four-years of Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for Master Site

9.2 Renewal of Annual Service Agreement with Motorola for System Manager

9.3 Budget Review FY 2019/2020

10. **Committee Updates:**

10.1 Receive Informational Report on Recent Finance Committee Activities

10.2 Receive Informational Report on Recent Operations Committee Activities

11. **Reports:**

11.1 Receive an Update on Capitol Replacement Report

12. **Board Comments:**

13. **Next Action Steps:**

14. **Adjournment**

This AGENDA is posted in accordance with Government Code Section 54954.2(a) *If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the EBRCSA at (925) 803-7802 at least 72 hours in advance of the meeting.*

I hereby certify that the attached agenda was posted 72 hours before the noted meeting.



Tom McCarthy  
Executive Director  
Dated: May 3, 2019



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 6.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: May 10, 2019**

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

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

**SUBJECT:** Approval of Minutes of the March 1, 2019 Board of Directors Meeting

**RECOMMENDATIONS:**

Approve the minutes of the March 1, 2019 Board of Directors Meeting.

**SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the March 1, 2019 Board of Directors Meeting.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the March 1, 2019 Board of Directors Meeting.



## **East Bay Regional Communications System Authority**



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### **BOARD OF DIRECTORS MEETING**

#### **REGULAR MEETING**

**DATE: March 1, 2019**

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

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

#### **MINUTES**

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1. **Closed Session:** None.

2. **Call to Order/Roll Call:** 10:02 a.m.

Boardmembers Present:

G. Ahern, C. Andersen, J. Calabrigo, A. Ciaburro, T. Dupuis, S. Haggerty, J. King (Alternate), R. McBain, P. Meyer, C. Nice (Non-Voting alternate) S. Perkins, M. Roberts, M. Shorr, C. Silva, C. Simmons, J. Tudor, D. White

Staff Present: T. McCarthy, R. Donoghue, C. Soto

Guests: G. Poole, Motorola; unnamed individual who did not sign in

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

4. **Public Comments:** None.

5. **Presentations:** None.

6. **Approval of Minutes**

**6.1 Approval of Minutes from the Special Board Meeting of October 8, 2018**

On motion of Bm. Roberts, seconded by Bm. Silva and by unanimous vote, the Board of Directors approved the minute of the Special Board meeting of October 8, 2018.

7. **Written Communications:** None.

8. **Public Hearings:** None.

9. **Action Items:**

**9.1 Adopt 2019 EBRCSA Calendar Committees and Board Meetings**

Director McCarthy presented the staff report and agreed that the approval of next year's calendar would be earlier, for planning purposes.

On motion of Bm. Andersen, seconded by Bm. Silva and by unanimous vote, the Board of Directors approved the 2019 EBRCSA Calendar of Committee and Board meetings.

10:06 a.m. Bm. Haggerty arrived.

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

Director McCarthy presented the staff report and advised that he had received interest from both Chair Ahern and Vice Chair Casten to continue in their present positions for another year. No other nominations were received.

On motion of Bm. Perkins, seconded by Bm. King and by unanimous vote, the Board approved the appointment of G. Ahern as Chair and M. Casten as Vice Chair, of the Authority for another year.

**9.3 Amendment to Agreement with California Generator for Scheduled Three-Year Preventative Maintenance, Coolant System Services, and Budget Change**

Director McCarthy presented the staff report and advised that this agreement would be for the three-year maintenance services of seven generators. It would be an increase of \$16,845 and required a budget change. California Generators was currently maintaining the generators, but this was three-year maintenance that was above and beyond the monthly maintenance they provided. It would be an expense every three years. Life expectancy of generators was 7-10 years but could even go up to 20 years. Because of the length of this contract, it would soon be necessary to rebid it.

On motion of Bm. Haggerty, seconded by Bm. King and by unanimous vote, the Board of Directors adopted the **Resolution No. 19-01** Authorizing the EBRCSA Chair to Execute, and the Executive Director to Implement, an Amendment to Agreement with California Generator Service for Maintenance, and to Amend the

EBRCSA Budget Regarding Same, and guidance to examine rebidding the contract.

#### **9.4 Walton Lane Simulcast Site Add On**

Director McCarthy presented the staff report and advised Walton Lane was an area in Antioch where there were issues with radio coverage. Although Antioch Police did not join the Authority when it started, there were other users that were affected by the outage - Contra Costa County Fire, East Bay Regional Parks District (EBRPD) and Contra Costa County Sheriff's Office. This item was previously discussed by the Operations Committee for consideration, but was not approved to move forward to the Finance Committee or the full Board. This item needed to be revisited because the area was growing, as was the number of police and fire agencies that were on the System in that area. When they were in that area, they could not communicate with their dispatch centers. Antioch Police was using their old system when they are in that area. The old radio system is not maintained or recorded, and can fail at any time. Director McCarthy had visited the site with Motorola and the Contra Costa County radio shop. City of Antioch still had their site and tower that they were not using. If Antioch agrees, the Authority can put up a new shelter, use their tower, change the antenna and fill the void area improving Antioch, Pittsburg Police, Contra Costa County Fire, EBRPD, and AMR Ambulance. Director McCarthy had spoken to Chief Tammany Brooks, Antioch Police, and asked him to his advocate with the City to relinquish the site to the Authority. He put forward a request for UASI grant funds but was denied. Director McCarthy was asking for authorization to do a cost analysis on the Antioch site and bring it back to the Committees and the Board for consideration.

Bm. Silva asked what CSI's contractual obligation was.

Director McCarthy stated he brought CSI on in July to use as an independent radio engineering firm. He asked for a cost from them to work on an analysis of the site.

Bm. Ciaburro stated the investigation of the issue of coverage was important for EBRPD.

Bm. King stated in his time with EBRPD, there had been an issue there.

Bm. Andersen asked where they might find another gap in coverage like that. Should the Authority look at it now?

Bm. Ahern stated there were problems in both Counties, like Tesla Rd or Upper Lake Chabot Road, but the calls for service did not happen. The James Donlon area was now a major area of concern due to development.

Director McCarthy stated the City of San Ramon had conditions of approval for development that stated if the development impacted the radio coverage to less than 90% of what it was, the developer must pay to bring the coverage back to at least 90%. He would be meeting with member agencies to inform them about San Ramon's policy, as something they might consider. He could also bring back a presentation, for the Board, to show System coverage, at a future meeting.

Bm. Calabrigo stated from a policy standpoint, this was a public health and safety issue. His interest was ensuring that the Authority did not have to pay for something it should not have to pay for. The responsibility should fall first with whoever is making the modification.

Bm. Perkins asked if the JPA could impose such a condition, as stated by Bm. Calabrigo, on member agencies, in terms of health and safety issues.

Attorney Donoghue stated there had been some controversy in recent years about the ability of a JPA to enact an ordinance. But more and more JPAs are adopting ordinances that apply to cities and counties. She was not sure if that had been called out in the Authorities agreement. Generally, any power that the member agencies have, can be performed by the JPA. That would be one possibility, to look at an ordinance that would impose various requirements, a consultation requirement, a condition of approval requirement, or a cost requirement. She thought it possible. There is going to be tremendous pressure coming from the region and the State with new legislation to create housing and to vastly decrease or eliminate impact fees, etc. Now was the time to get the planning agencies thinking about this and getting on their radars, and getting conditions of approval put in to the process.

On motion of Bm. Perkins, seconded by Bm. Silva and by unanimous vote, the Board of Directors authorized the Executive Director to begin development of a plan to fill the radio gap at Walton Lane and James Donlon Boulevard in Antioch.

**10. Committee Updates:**

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

Bm. Calabrigo stated the Finance Committee had discussed everything the Board had discussed this morning.

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

Chair Ahern expressed thanks to agencies that attended to provide public comment regarding the James Donlon coverage issue.

**11. Reports:**

**11.1 Receive an Update on the Time Division Multiple Access (TDMA) Upgrade**

Director McCarthy stated the TDMA upgrade had been tested. He would be meeting with CSI to review the results of the testing. In reviewing with the engineers that had installed the upgrade, it had gone well. They would have the results validated and verified by CSI. Everything was going well, and looked like they would meet the June 2020 deadline.

**11.2 Receive an update on Faria Preserve Project, City of San Ramon**

Director McCarthy stated the Faria Preserve Development, in San Ramon, testing had gone well and there had been no problems.

**11.3 Receive information on CalTrans and Paramedic Plus**

Director McCarthy stated CalTrans was leaving the Authority. They were building their own system. They had paid debt service since the beginning of the Authority. Paramedics Plus lost their contract with Alameda County for ambulance service and Falk Ambulance would come on. They were already a member of the Authority.

Bm. Roberts asked if CalTrans was no longer paying debt service, would it have an impact on the System's budget.

Director McCarthy stated it should not.

**12. Board Comments:**

10:47 a.m. Bm. Haggerty left the meeting.

Bm. Perkins asked for update on Benicia.

Director McCarthy stated Benicia was doing well. He was waiting to see what was go to happen in Solano County. Solano was looking to build out the entire County. Fairfield and Vacaville were building their radio system and Benicia was waiting to see how it would tie into Solano and could they piggy back. Benicia was working great on the System.

**13. Next Action Steps:**

Chair Ahern announced the Authority's Attorney, Robin Donoghue was retiring.

**14. Adjournment: With no further business coming before the Board, the meeting was adjourned in honor of General Counsel Robin Donoghue and her dedicated service to the Authority, at 10:52.**





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**AGENDA ITEM NO. 9.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: May 10, 2019**

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

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

**SUBJECT:** Renewal of agreement with Motorola for four years of Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for Master Site

**RECOMMENDATIONS:**

Adopt a resolution to renew the agreement with Motorola Solutions Inc., for four years, to continue System Monitoring, Intrusions Detection, Technical Support, Preventive Maintenance and Infrastructure Response for East Bay Regional Communications System Authority (EBRCSA) Master Site.

**SUMMARY/DISCUSSION:**

Motorola Solutions Inc. ("Motorola") has provided monitoring of the EBRCSA Master Site for the past three years and this is a recommendation to renew the agreement. Motorola monitors Dispatch, the Network, Security, Intrusion Detection, and Security Updates 24/7/365. In addition, Technical Support is included for Infrastructure Repair with Advanced Component Replacement, Onsite Response, Performance Reports, and monitoring of the NICE Logging System.

Motorola is the first to identify any anomaly in our system and immediately notify us and advise of how this will be corrected or provide information so that we can dispatch a Technician from either the Alameda County Radio Shop or the Contra Costa County DoIT. The monitoring of the system and having proper security protocols assist in maintaining the Master Site, Prime Sites,

Remote Sites, and Dispatch Sites preventing intrusion and damage or identifying a failure in our system which is IT based.

We are recommending the addition of services to the last agreement such as remote delivery of critical protections to detect and prevent cyber intrusion; we have added two consoles, and preventative maintenance at our prime sites. The services will assist in preventing intrusion into our system and ensure we are performing the critical preventative maintenance to the system.

**FINANCIAL IMPACT:**

The proposed Services Agreement (Attachment “A”) is \$4,327,776.75 for four years. The cost for FY 2018/2019 was \$966,033.00. The cost of the additional services which will be added to the new agreement is:

Additional consoles being added to agreement - \$4,324.00  
SUS Remote Delivery (Cyber Security) - \$41,000.00  
Preventative Maintenance at Prime Sites - \$12,000.00  
Total Increase in services for FY 2019/2020 - \$57,324.00

Motorola proposed a 7.5% increase to the agreement, and this was presented to the Finance Committee. The Executive Director was provided direction to meet with Motorola to continue to negotiate the agreement and reduce the percentage increase per year. The Executive Director was able to negotiate the percentage increase for year one to 4%, year two 1.3%, year three 1%, and year four 1% for a total of 7.3%, over the four years of the agreement.

The annual cost of the agreement per Fiscal Year is:

2019-2020	\$1,064,291.28
2020-2021	\$1,077,594.92
2021-2022	\$1,087,828.49
<u>2022-2023</u>	<u>\$1,098,062.06</u>
Total	\$4,327,776.75

The Annual cost has been included in the maintenance section of the Fiscal Year 2019/2020 budget. The increase of the Services Agreement will not require an increase in the user fees for EBRCSA members.

**COMMITTEE RECOMMENDATION:**

The Finance Committee reviewed the Services Agreement, and at their meeting, Motorola had proposed a 7.5% increase. Finance Committee recommended that the Executive Director continue to discuss the cost of the agreement with Motorola and work to distribute the increase over the four years of the agreement. The Executive Director met with Motorola and the final proposal from Motorola was 4%, 1.3%, 1%, and 1% over the four years.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors adopt a Resolution Approving the renewal of the Agreement USC000002818 with Motorola Solutions Inc. to continue System Monitoring, Intrusions Detection, Technical Support, Preventive Maintenance and Infrastructure Response for East Bay Regional Communications System Authority (EBRCSA) Master Site.

Attachment: "A"



# SERVICE AGREEMENT

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

Contract Number: USC000002818  
 Contract Modifier:

Date: 25-APRIL-2019

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

P.O.#:  
 Customer #: 1036520494  
 Bill to Tag#: 0001  
 Contract Start Date: 01-JUL-2019  
 Contract End Date: 30-JUN-2023  
 Payment Cycle: ANNUALLY  
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		**** Recurring Services **** YEAR 1 – 19/20		
	LSV01S00516A	ADVANCED SERVICES	\$88,690.94	\$1,064,291.28
	Centralized Service	Network Monitoring		
	Centralized Service	Technical Support		
	Centralized Service	Dispatch Service		
	Field Services	Onsite - Regular		
	Field Services	Preventive Maintenance Level 1		
	Repair Management	Infrastructure Repair		
	Security Management	Network Security Monitoring		
	Security Management	Security Update Service		
	Security Management	Remote Security Update Service Management		
	3PV Maintenance	Nice Post Warranty Maintenance - GOLD LITE		
		YEAR 2 – 20/21		
	LSV01S00516A	ADVANCED SERVICES	\$89,799.58	\$1,077,594.92
	Centralized Service	Network Monitoring		
	Centralized Service	Technical Support		
	Centralized Service	Dispatch Service		

Field Services	Onsite - Regular		
Field Services	Preventive Maintenance Level 1		
Repair Management	Infrastructure Repair		
Security Management	Network Security Monitoring		
Security Management	Security Update Service		
Security Management	Remote Security Update Service Management		
3PV Maintenance	Nice Post Warranty Maintenance - GOLD LITE		
YEAR 3– 21/22			
LSV01S00516A	ADVANCED SERVICES	\$90,652.37	\$1,087,828.49
Centralized Service	Network Monitoring		
Centralized Service	Technical Support		
Centralized Service	Dispatch Service		
Field Services	Onsite - Regular		
Field Services	Preventive Maintenance Level 1		
Repair Management	Infrastructure Repair		
Security Management	Network Security Monitoring		
Security Management	Security Update Service		
Security Management	Remote Security Update Service Management		
3PV Maintenance	Nice Post Warranty Maintenance - GOLD LITE		
YEAR 4– 22/23			
LSV01S00516A	ADVANCED SERVICES	\$91,505.17	\$1,098,062.06
Centralized Service	Network Monitoring		
Centralized Service	Technical Support		
Centralized Service	Dispatch Service		
Field Services	Onsite - Regular		
Field Services	Preventive Maintenance Level 1		
Repair Management	Infrastructure Repair		
Security Management	Network Security Monitoring		
Security Management	Security Update Service		
Security Management	Remote Security Update Service Management		
3PV Maintenance	Nice Post Warranty Maintenance - GOLD LITE		

	Sub Total		\$4,327,776.75
	Taxes		
	Grand Total		\$4,327,776.75
<b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b> If customer does not provide MSI a valid, executed contract renewal within 30 days of contract expiration, a onetime administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer on reestablishment of the expired service contract.		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
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WAYNE WAHLGREN / RON HARMAN  
 MOTOROLA REPRESENTATIVE (PRINT NAME)

916-605-9544  
 PHONE

Company Name : East Bay Regional  
 Communications System  
 Authority  
 Contract Number : USC000002818  
 Contract Modifier :  
 Contract Start Date : 01-JUL-2019  
 Contract End Date : 30-JUN-2023

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

### **Section 1. APPLICABILITY**

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

### **Section 2. DEFINITIONS AND INTERPRETATION**

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

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

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

### **Section 3. ACCEPTANCE**

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

### **Section 4. SCOPE OF SERVICES**

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

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

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

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

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

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

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

### **Section 5. EXCLUDED SERVICES**

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

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

#### **Section 6. TIME AND PLACE OF SERVICE**

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

#### **Section 7. CUSTOMER CONTACT**

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

#### **Section 8. 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 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index ([https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_midwest.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm)), 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

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

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

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

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

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

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

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

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

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

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

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage

on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

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

#### **Section 17. GENERAL TERMS**

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. 19-\_\_**

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

**\*\*\*\*\***

**AUTHORIZING THE EBRCSA CHAIR TO EXECUTE, AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT, RENEWAL OF A SERVICES AGREEMENT WITH  
MOTOROLA SOLUTIONS, INC. FOR SUPPORT, REPAIR, TROUBLE SHOOTING  
AND CONSULTING/PROBLEM SOLVING FOR THE EBRCSA SYSTEM**

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

**WHEREAS**, Motorola has been providing Support, Repair, Trouble Shooting, Consulting and Problem Solving (collectively, “Services”) for the EBRCSA System pursuant to a contract (the “Agreement”) that will be expiring; and

**WHEREAS**, pursuant to direction from the Finance Committee, the Executive Director met with Motorola and has negotiated renewal of the Agreement for a four-year term, for a total cost of \$1,049,878.85; and

**WHEREAS**, the proposed Services will provide invaluable training, guidance and updates to technicians with the Alameda County ITD and the Contra Costa DoIT for the benefit of the EBRCSA System; and

**WHEREAS**, as further described in the accompanying Staff Report, which is incorporated herein by reference, the annual cost of the renewed Agreement is included under Maintenance in the Fiscal Year 2019-2020 budget and will not require an increase in user fees for EBRCSA members.

**NOW, THEREFORE, BE IT RESOLVED THAT**, good cause appearing therefor, the Chair of the East Bay Regional Communications System Authority is authorized to execute, and the Executive Director is authorized to take such other and further action as necessary to implement, Services Agreement #USC000007120 with Motorola Solutions, Inc., at a cost not to exceed the annual totals described therein or the four-year total cost of \$1,049,878.85, in substantially the form attached to the accompanying Staff Report, with such changes as may be approved by EBRCSA counsel and which do not materially increase EBRCSA’s obligations thereunder.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 10th day of May, 2019 by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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Board Chair

ATTEST:

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Caroline P. Soto, Secretary



**East Bay Regional  
Communications  
System Authority**



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

**AGENDA ITEM NO. 9.2**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: May 10, 2019**

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

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

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

**RECOMMENDATIONS:**

Adopt a resolution to renew the Services Agreement with Motorola Solutions Inc. to continue System support and training for the East Bay Regional Communications System Authority (EBRCSA) System.

**SUMMARY/DISCUSSION:**

Representatives from Alameda and Contra Costa Counties and EBRCSA staff, have been working with Motorola Solutions Inc. ("Motorola") since the EBRCSA System was completed to maintain the system and ensure the System is functioning correctly. In the past year we have identified issues where we needed to train Dispatchers concerning the Consoles they use. The information needed to keep accurate records is changing and we must provide the necessary training. We have adopted a train the trainer program where Motorola as part of this agreement provides the person to perform the training. The Master Site has constant upgrades which are managed by our System Manager and Technician who were retained on contract. The Alameda County ITD and Contra Costa County DofIT technicians have received training on the maintenance and trouble-shooting of the System components. We changed equipment within the System as part of the upgrade that require ongoing support from Motorola. We are continuing to expand the System, adding Dispatch Centers, the ISSI 8000, and MCC 7500 consoles.

The training, guidance, and updates which Motorola provides these staff members is invaluable.

**FINANCIAL IMPACT:**

The proposed Agreement (Attachment “A”) is \$1,049,878.85 for four years. The cost for FY 2018/2019 was \$248,258.84

Motorola proposed a 7.5% increase to the agreement, and this was presented to the Finance Committee. The Executive Director was provided direction to meet with Motorola to continue to negotiate the agreement and reduce the percentage increase per year. The Executive Director was able to negotiate the percentage increase for year one to 4%, year two 1.3%, year three 1%, and year four 1% for a total of 7.3%, over the four years of the agreement.

The annual cost of the agreement per Fiscal Year is:

2019-2020	\$258,187.28
2020-2021	\$261,414.62
2021-2022	\$263,897.19
<u>2022-2023</u>	<u>\$266,379.76</u>
Total	\$1,049,878.85

The Annual cost has been included in the maintenance section of the Fiscal Year 2019/2020 budget. The increase of the Services Agreement will not require an increase in the user fees for EBRCSA members.

**COMMITTEE RECOMMENDATION:**

The Finance Committee reviewed the Services Agreement and at their meeting, Motorola had proposed a 7.5% increase. The Finance Committee recommended that the Executive Director continue to discuss the cost of the agreement with Motorola and work to distribute the increase over the four years of the agreement. The Executive Director met with Motorola and the final proposal from Motorola was 4%, 1.3%, 1%, and 1% over the four years.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors adopt a Resolution approving the renewal of the Services Agreement USC000007120 with Motorola Solutions Inc. to continue System support and training for the East Bay Regional Communications System Authority (EBRCSA) System.

Attachments: “A”



# SERVICE AGREEMENT

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

Contract Number: USC000007120  
 Contract Modifier:

Date: 25-Apr-2019

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

P.O.#:  
 Customer #: 1036520494  
 Bill to Tag#: 0001  
 Contract Start Date: 01-JUL-2019  
 Contract End Date: 30-JUN-2023  
 Payment Cycle: Annual  
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
FY-19/20	SVC01SVC2012C	SP – CONTRACT / NETWORK ADMINISTRATION SERVICES	\$21,515.61	\$258,187.28
FY-20/21	SVC01SVC2012C	SP – CONTRACT / NETWORK ADMINISTRATION SERVICES	\$21,784.55	\$261,414.62
FY-21/22	SVC01SVC2012C	SP – CONTRACT / NETWORK ADMINISTRATION SERVICES	\$21,991.43	\$263,897.19
FY-22/23	SVC01SVC2012C	SP – CONTRACT / NETWORK ADMINISTRATION SERVICES	\$22,198.31	\$266,379.76
			Sub Total	\$1,049,878.85
			Taxes	\$0.00
			Grand Total	\$1,049,878.85
<b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b>  If customer does not provide MSI a valid, executed contract renewal within 30 days of contract expiration, a onetime administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer on reestablishment of the expired service contract.				

Subcontractor(s)	City	State
Motorola Solutions	San Diego	CA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

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AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

---

CUSTOMER (PRINT NAME)

---

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

---

RON HARMAN

916-605-9544

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

---

Company Name : East Bay Regional  
Communications System  
Authority  
Contract Number : USC000007120  
Contract Modifier :  
Contract Start Date : 01-JUL-2019  
Contract End Date : 30-JUN-2023



## Service Terms and Conditions

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

### Section 1. APPLICABILITY

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

### Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

### Section 3. ACCEPTANCE

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

### Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

### Section 5. EXCLUDED SERVICES

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

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

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

## **Section 6. TIME AND PLACE OF SERVICE**

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

## **Section 7. CUSTOMER CONTACT**

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

## **Section 8. PAYMENT**

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

## **Section 9. WARRANTY**

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

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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.

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

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Revised Oct 15, 2015

**RESOLUTION NO. 19-\_\_**

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

\*\*\*\*\*

**AUTHORIZING THE EBRCSA CHAIR TO EXECUTE, AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT, RENEWAL OF A SERVICES AGREEMENT WITH  
MOTOROLA SOLUTIONS, INC. FOR MONITORING, INTRUSION DETECTION,  
TECHNICAL SUPPORT, PREVENTIVE MAINTENANCE AND INFRASTRUCTURE  
RESPONSE FOR THE EBRCSA SYSTEM MASTER SITE**

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

**WHEREAS**, Motorola has been providing System Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Support (collectively, “Services”) for the EBRCSA System pursuant to a contract (the “Agreement”) that will be expiring; and

**WHEREAS**, pursuant to direction from the Finance Committee, the Executive Director met with Motorola and has negotiated renewal of the Agreement for a four-year term, for a total cost of \$4,327,776.75; and

**WHEREAS**, the renewed Agreement will also add consoles, SUS Remote Delivery, and Preventive Maintenance at prime sites as contracted Services; and

**WHEREAS**, the proposed Services will assist EBRCSA in preventing intrusion into the System and ensure the performance of critical preventive maintenance; and

**WHEREAS**, as further described in the accompanying Staff Report, which is incorporated herein by reference, the annual cost of the renewed Agreement is included under Maintenance in the Fiscal Year 2019-2020 budget and will not require an increase in user fees for EBRCSA members.

**NOW, THEREFORE, BE IT RESOLVED THAT**, good cause appearing therefor, the Chair of the East Bay Regional Communications System Authority is authorized to execute, and the Executive Director is authorized to take such other and further action as necessary to implement, Services Agreement #USC000002818 with Motorola Solutions, Inc., at a cost not to exceed the annual totals described therein or the four-year total cost of \$4,327,776.75, in substantially the form attached to the accompanying Staff Report, with such changes as may be approved by EBRCSA counsel and which do not materially increase EBRCSA’s obligations thereunder.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 10th day of May, 2019 by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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Board Chair

ATTEST:

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Caroline P. Soto, Secretary



**East Bay Regional  
Communications  
System Authority**



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

**AGENDA ITEM 9.3**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: May 10, 2019**

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

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

**SUBJECT:** EBRCSA FY 2019/2020 Administrative Budget

**RECOMMENDATION:**

Adopt a resolution adopting the FY 2019/2020 Administrative Budget for the East Bay Regional Communications System Authority

**SUMMARY/DISCUSSION:**

The EBRCSA is required by the JPA agreement to develop and bring to the Board of Directors a budget for adoption each fiscal year. The Fiscal Year 2019/2020 budget, attached as Exhibit A, is the proposed budget jointly prepared by the Alameda County Auditor Controller's staff and the EBRCSA Executive Director. The proposed budget format was presented to the Finance Committee, at the April 5, 2019, meeting and approved with minor recommendations.

The EBRCSA transitioned to full operation and maintenance in FY 2014/2015. The budget for FY 2019/2020 contains the amendment to the Service Contract for monitoring of equipment added to the system and renewal of an agreement for continued support by Motorola System Manager. The revenue source is monthly Operating Payments and Service Payments paid by member agencies. The proposed FY 2019/2020 budget is built on an approximate radio count of 18,000. We anticipate that there will be a slight increase during the year as radios are added by current members of EBRCSA.

**Grants:**

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

We will not be utilizing Urban Areas Security Initiative Grant (“UASI”) or State Homeland Security Grant Program (“SHSGP”) during this Fiscal Year as we were not approved for Grant Funding.

**Administration:**

The proposed budget administrative expenses remain the same.

**Maintenance:**

The renewal of with Motorola for System Manager and Technicians annual cost is:

2019-2020	\$258,187.28
2020-2021	\$261,414.62
2021-2022	\$263,897.19
<u>2022-2023</u>	<u>\$266,379.76</u>
Total	\$1,049,878.85

The proposed Services Agreement (Attachment “A”) is \$4,327,776.75 for four years. The cost for FY 2018/2019 was \$966,033.00. The cost of the additional services which will be added to the new agreement is:

Additional consoles being added to agreement - \$4,324.00  
SUS Remote Delivery (Cyber Security) - \$41,000.00  
Preventative Maintenance at Prime Sites - \$12,000.00  
Total Increase in services for FY 2019/2020 - \$57,324.00

The annual cost of the agreement per Fiscal Year is:

2019-2020	\$1,064,291.28
2020-2021	\$1,077,594.92
2021-2022	\$1,087,828.49
<u>2022-2023</u>	<u>\$1,098,062.06</u>
Total	\$4,327,776.75

The Annual cost has been included in the maintenance section of the Fiscal Year 2019/2020 budget. The increase of the Services Agreement will not require an increase in the user fees for EBRCSA members.

**Capital:**

The proposed capital budget does not have capital items which have been included in the budget for purchase or implementation in FY2019/2020.



**RECOMMENDED ACTION:**

It is recommended that the Board of Directors of the East Bay Regional Communications System Authority adopt a Resolution Approving the Fiscal Year 2019/2020 Administrative Budget for the EBRCSA, as outlined in Exhibit A.

Attachments: Exhibit: "A"



**East Bay Regional  
Communications  
System Authority**



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

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

**Revenues**

Operating payments	6,400,000
Service payments	1,190,000
Interest	80,000
<b>Total revenues</b>	<b>7,670,000</b>

**Expenses**

Administration	280,000
Audit fees	20,000
Insurance	30,000
Lease	70,000
Legal	20,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,527,000
Security	11,000
Utilities	160,000
Website hosting	4,000
<b>Total operating expenses</b>	<b>4,162,000</b>
Capital	1,915,000
Debt Service	650,000
<b>Total expenses</b>	<b>6,727,000</b>
<b>Net Income</b>	<b>943,000</b>

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

<b>OPERATING EXPENSES</b>	<b>FY18-19 Original Budget</b>	<b>FY18-19 Final Budget</b>	<b>FY18-19 Projected</b>	<b>FY19-20 Budget</b>	<b>Change FY19 vs FY20</b>
Administration					
Executive director	225,000	225,000	220,000	225,000	(5,000)
Administrative assistant	40,000	40,000	9,000	40,000	(31,000)
Travel	5,000	5,000	-	5,000	(5,000)
Miscellaneous	10,000	10,000	3,000	10,000	(7,000)
Audit fees	20,000	20,000	13,000	20,000	(7,000)
Insurance	30,000	30,000	24,000	30,000	(6,000)
Legal	20,000	20,000	5,000	20,000	(15,000)
Lease	50,000	55,000	64,000	70,000	(6,000)
Licenses and permits	30,000	30,000	6,000	30,000	(24,000)
Membership fees	10,000	10,000	9,000	10,000	(1,000)
Maintenance					
Service agreement	967,000	967,000	967,000	1,065,000	(98,000)
Software maintenance (SUA II)	939,000	939,000	939,000	962,000	(23,000)
Network administration	250,000	250,000	250,000	260,000	(10,000)
HVAC maintenance	15,000	15,000	25,000	20,000	5,000
Generator maintenance	40,000	57,000	57,000	40,000	17,000
ALCO general maintenance	600,000	600,000	600,000	600,000	-
COCO general maintenance	220,000	220,000	150,000	200,000	(50,000)
CSI telecommunications	200,000	200,000	200,000	200,000	-
Microwave maintenance	115,000	180,000	180,000	180,000	-
Security	11,000	11,000	11,000	11,000	-
Utilities	150,000	150,000	150,000	160,000	(10,000)
Website hosting	4,000	4,000	4,000	4,000	-
<b>Total expenses</b>	<b>3,951,000</b>	<b>4,038,000</b>	<b>3,886,000</b>	<b>4,162,000</b>	<b>(276,000)</b>
<b>CAPITAL EXPENDITURES</b>					
TDMA Upgrade	1,665,000	1,665,000	1,665,000	1,665,000	-
DC Power Upgrade	250,000	250,000	250,000	250,000	-
<b>Total expenditures</b>	<b>1,915,000</b>	<b>1,915,000</b>	<b>1,915,000</b>	<b>1,915,000</b>	<b>-</b>
<b>DEBT SERVICE</b>					
Principal	454,000	454,000	454,000	473,000	(19,000)
Interest	196,000	196,000	196,000	177,000	19,000
<b>Total expenses</b>	<b>650,000</b>	<b>650,000</b>	<b>650,000</b>	<b>650,000</b>	<b>-</b>

1. Motorola service agreement increased due to a new 4 year contract
2. Network administration contract increased
3. TDMA Upgrade Expense is the annual payment for the Change Order approved by the Board of Directors
4. DC Power Upgrade Expense is an annual amount to replace the batteries in various locations

# EAST BAY REGIONAL COMMUNICATIONS SYSTEM

## PROJECTED CASH RESERVE BALANCES

### FISCAL YEAR 2019-2020

	FY18-19 Final Budget	FY18-19 Projected	FY19-20 Budget
<b>Operating Reserve</b>			
Beginning Balance	1,763,500	1,763,500	1,943,000
Operating Payments	5,900,000	6,019,000	6,400,000
Initial Payments	-	46,000	-
Interest	50,000	80,000	80,000
Operating Expenses	(4,038,000)	(3,886,000)	(4,162,000)
Transfer to Capital Reserve	(1,656,500)	(2,079,500)	(2,180,000)
<b>Ending Balance</b>	<b>2,019,000</b>	<b>1,943,000</b>	<b>2,081,000</b>
<b>Debt Service Reserve</b>			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,300,000	1,223,000	1,190,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(650,000)	(573,000)	(540,000)
<b>Ending Balance</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b>Capital Reserve</b>			
Beginning Balance	7,909,925	7,909,925	8,647,425
Grants	-	-	-
Transfer In	2,306,500	2,652,500	2,720,000
Capital	(1,915,000)	(1,915,000)	(1,915,000)
<b>Ending Balance</b>	<b>8,301,425</b>	<b>8,647,425</b>	<b>9,452,425</b>
<b>Total Reserve Balance</b>	<b>11,320,425</b>	<b>11,590,425</b>	<b>12,533,425</b>

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

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**  
**10 YEAR CASH FLOW PROJECTION**

	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>
<b>Operating Reserve</b>	<b>Projected</b>	<b>Budget</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>
Balance - beginning	1,763,500	1,943,000	2,081,000	2,131,055	2,180,887	2,233,033	2,300,025	2,369,025	2,440,096	2,513,298	2,588,698
Operating payments	6,019,000	6,400,000	6,467,400	6,480,540	6,493,706	6,506,899	6,520,118	6,533,363	6,546,635	6,559,934	6,573,259
Initial payments	46,000	-	7,300	7,300	7,315	7,329	7,344	7,359	7,373	7,388	7,403
Interest	80,000	80,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Administration	(232,000)	(280,000)	(288,400)	(297,052)	(305,964)	(315,142)	(324,597)	(334,335)	(344,365)	(354,696)	(365,336)
Audit fees	(13,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Insurance	(24,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Legal	(5,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Lease	(64,000)	(70,000)	(72,100)	(74,263)	(76,491)	(78,786)	(81,149)	(83,584)	(86,091)	(88,674)	(91,334)
Licenses and permits	(6,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Membership fees	(9,000)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)	(13,048)
Maintenance											
Customer svc. agmt.	(967,000)	(1,065,000)	(1,078,000)	(1,088,000)	(1,099,000)	(1,131,970)	(1,165,929)	(1,200,907)	(1,236,934)	(1,274,042)	(1,312,263)
SUA II	(939,000)	(962,000)	(990,860)	(1,020,586)	(1,051,203)	(1,082,739)	(1,115,222)	(1,148,678)	(1,183,139)	(1,218,633)	(1,255,192)
System management	(250,000)	(260,000)	(262,000)	(264,000)	(267,000)	(275,010)	(283,260)	(291,758)	(300,511)	(309,526)	(318,812)
HVAC	(25,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Generators	(57,000)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)	(52,191)
ALCO maintenance	(600,000)	(600,000)	(618,000)	(636,540)	(655,636)	(675,305)	(695,564)	(716,431)	(737,924)	(760,062)	(782,864)
COCO maintenance	(150,000)	(200,000)	(206,000)	(212,180)	(218,545)	(225,102)	(231,855)	(238,810)	(245,975)	(253,354)	(260,955)
CSI telecommunications	(200,000)	(200,000)	(206,000)	(212,180)	(218,545)	(225,102)	(231,855)	(238,810)	(245,975)	(253,354)	(260,955)
Microwave maintenance	(180,000)	(180,000)	(185,400)	(190,962)	(196,691)	(202,592)	(208,669)	(214,929)	(221,377)	(228,019)	(234,859)
Security	(11,000)	(11,000)	(11,330)	(11,670)	(12,020)	(12,381)	(12,752)	(13,135)	(13,529)	(13,934)	(14,353)
Utilities	(150,000)	(160,000)	(164,800)	(169,744)	(174,836)	(180,081)	(185,484)	(191,048)	(196,780)	(202,683)	(208,764)
Web site hosting	(4,000)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)	(5,219)
Transfer to Capital Reserve	(2,079,500)	(2,180,000)	(2,182,535)	(2,096,235)	(2,002,808)	(1,867,188)	(1,740,412)	(1,609,459)	(1,474,209)	(1,334,527)	(1,190,284)
<b>Balance - ending</b>	<b>1,943,000</b>	<b>2,081,000</b>	<b>2,131,055</b>	<b>2,180,887</b>	<b>2,233,033</b>	<b>2,300,025</b>	<b>2,369,025</b>	<b>2,440,096</b>	<b>2,513,298</b>	<b>2,588,698</b>	<b>2,666,359</b>

**Debt Service Reserve**

Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-
Service payment	1,223,000	1,190,000	1,224,966	1,227,689	1,230,418	1,233,153	1,235,892	1,238,638	1,241,389	1,244,145	1,246,907
Principal	(454,000)	(473,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-	-
Bond interest	(196,000)	(177,000)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-	-
Transfer to Capital Reserve	(573,000)	(540,000)	(574,966)	(577,689)	(580,419)	(583,152)	(585,893)	(588,638)	(1,591,388)	(1,244,145)	(1,246,907)
<b>Balance - ending</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Capital Reserve**

Balance - beginning	7,909,925	8,647,425	9,452,425	10,294,926	11,053,850	11,722,077	13,922,417	15,998,722	17,946,819	20,762,416	23,091,088
Grants	-	-	-	-	-	-	-	-	-	-	-
Transfer In	2,652,500	2,720,000	2,757,501	2,673,924	2,583,227	2,450,340	2,326,305	2,198,097	3,065,597	2,578,672	2,437,191
Capital	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)
<b>Balance - ending</b>	<b>8,647,425</b>	<b>9,452,425</b>	<b>10,294,926</b>	<b>11,053,850</b>	<b>11,722,077</b>	<b>13,922,417</b>	<b>15,998,722</b>	<b>17,946,819</b>	<b>20,762,416</b>	<b>23,091,088</b>	<b>25,278,279</b>

**TOTAL RESERVE BALANCE**

<b>11,590,425</b>	<b>12,533,425</b>	<b>13,425,981</b>	<b>14,234,737</b>	<b>14,955,110</b>	<b>17,222,442</b>	<b>19,367,746</b>	<b>21,386,915</b>	<b>23,275,714</b>	<b>25,679,786</b>	<b>27,944,638</b>
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**RESOLUTION NO. 19-xx**

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

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**ADOPTING AN ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2018/2019**

**WHEREAS**, the East Bay Communications System Authority (“EBRCSA”) Executive Director and the Alameda County Auditor-Controller’s Office have jointly prepared, and the EBRCSA Finance Committee has reviewed and recommended, a proposed Administrative Budget for the EBRCSA for Fiscal Year 2019/2020, attached to the accompanying Staff Report as Exhibit A; and

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

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors of the East Bay Regional Communications System Authority does hereby adopt the Fiscal Year 2019/2020 Administrative Budget for the EBRCSA, as outlined in Exhibit A to the accompanying Staff Report.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 10th day of May, 2019, by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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Board Chair

**ATTEST:**

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Caroline P. Soto, Secretary