

# East Bay Regional Communications System Authority



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

## BOARD OF DIRECTORS MEETING

### NOTICE OF REGULAR MEETING

**DATE: December 6, 2024**

**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. Call to Order/Roll Call: (Regular Session) **Time: 10:00 a.m.****

**2. Introductions and Recognition**

2.1 New Board Members

**3. 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.

**4. Consent Calendar**

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

4.1 Approval of Minutes from the Board Meeting of September 13, 2024

4.2 Approval of the 2025 Board and Committees meeting calendar

4.3 Consider Adoption of a Resolution Authorizing the Board Chair to Sign and the Executive Director to Implement A MOU With Contra Costa ITD for Radio Site Maintenance

4.4 Approval of Audited Financial Statements

4.5 Approval of Purchase of Replacement Batteries for Kregor Radio Site

- 4.6 Receive Report on Accounts Receivable Aging
5. **Written Communications:** None
6. **Public Hearings:** None
7. **Action Items:**
  - 7.1 Consider Adoption of a Resolution Authorizing the Executive Director to Implement a Policy to Establish a Minimum Fund Balances for the Operating Fund and Capital Fund
  - 7.2 Consider Adoption of a Resolution Authorizing the Executive Director to Revise the Annual Bill for Services Policy to Require Board of Directors Approval for any Deviation in Pricing
  - 7.3 Consider Adoption of a Resolution Authorizing the Executive Director to Implement Proposed Subscriber Rate Increases
  - 7.4 Nomination and Annual Election of a Board Chair and Vice Chair
  - 7.5 Consider Adoption of Resolution authorizing the Board Chair to Sign a Professional Services Contract with David Swing Consulting and Investigations for Executive Director Services for a Monthly Fee of \$22,500
8. **Committee Updates:**
  - 8.1 Receive Informational Report on Recent Finance Committee Activities
  - 8.2 Receive Informational Report on Recent Operations Committee Activities
9. **Reports:**
  - 9.1 Receive Informational Report on Radio Purchase Agreement
  - 9.2 Receive Informational Report on City of Antioch Walton Lane
  - 9.2 Receive Informational Report on Pearl Radio Site Shelter
  - 9.3 Recognition of Outgoing Board Members

**10. Agenda Items for Next Meeting**

**10.1** Spending Authority of the Executive Director Bylaws Revision

**11. Board Comments:**

**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.

David L. Swing  
Executive Director  
Dated: 12/03/2024  
5635749.1



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 4.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** David L. Swing, Executive Director   
East Bay Regional Communications System Authority

**SUBJECT:** Approval of Minutes of the September 13, 2024 Board of Directors Meeting

**RECOMMENDATIONS:**

Approve the minutes of the September 13, 2024 Board of Directors Meeting.

**SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the September 13, 2024 Board of Directors Meeting.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the September 13, 2024 Board of Directors Meeting.

5639015.1



# **East Bay Regional Communications System Authority**



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## **BOARD OF DIRECTORS MEETING**

### **REGULAR MEETING**

**DATE: September 13, 2024**

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

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

### **DRAFT MINUTES**

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#### **1. Call to Order**

Chair Love called the meeting to order at 10:01 a.m.

Present: G. Beaudin, J. Beltran, J. Calabrigo, D. Covington, J. Diaz\*, J. Ezell, J. King, A. Love, M. Nino, S. Perkins, M. Rodriguez, Y. Sanchez, K. Stepper

\*Non-voting alternate

#### **2. Introductions and Recognition**

2.1 Board Secretary Jocelyn Kwong

2.2 Outgoing Executive Director Tom McCarthy

2.3 Outgoing Board Secretary Caroline Soto

#### **3. Public Comments – None.**

#### **4. Consent Calendar**

On motion by Bm. King, seconded by Bm. Perkins, and by unanimous vote, the Board approved the items on the consent calendar as recommended and with the following modifications:

- For item 4.3: Directed the Executive Director to proceed to the Finance Committee for consideration of an increase to the Executive Director's purchasing authority.
- For item 4.4: Amend the resolution to include the specific dollar amount authorized to \$268,854.

**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)**

**4.1** Approval of Minutes from the Board Meeting of May 3, 2024

Recommendation: Approve the minutes of May 3, 2024

**4.2** Adoption of Resolution for the Interoperability Memorandum of Understanding between the City of Oakland and the California Highway Patrol

Recommendation: Adopt Resolution No. 24-10 authorizing the Board Chair to execute and the Executive Director to implement the Interoperability Memorandum of Understanding between the City of Oakland and the California Highway Patrol

**4.3** Approval to Purchase Batteries for Highland Radio Site

Recommendation: Approve the purchase of replacement batteries for the Highland Radio Site.

**4.4** Adoption of Resolution for the Write-offs of Certain Invoices

Recommendation: Adopt Resolution No. 24-11 authorizing the Board Chair to execute and the Executive Director to implement the write-off of certain past due invoices.

**5. Written Communications:** None

**6. Public Hearings:** None

**7. Action Items:**

**7.1** Adoption of Resolution for Budget Amendment for Fiscal Year 23/24

Recommendation: Adopt Resolution No. 24-12 approving and authorizing the Board Chair to execute and the Executive Director to implement the budget amendment of \$381,416.00

On motion by Bm. Perkins, seconded by Bm. King, and by unanimous vote, the Board approved the item as recommended.

**7.2** Accept FY22/23 Audited Financial Statements and Adoption of Resolution for Audited Financial Statements Policy

Recommendation: Adopt Resolution No. 24-13 authorizing the Board Chair to execute and the Executive Director to implement the audited financial statements policy

On motion by Bm. King, seconded by Bm. Perkins, and by unanimous vote, the Board approved the item as recommended.

**7.3** Adoption of Resolution for Accounts Receivable and Annual Bill for Services Policies

Recommendation: Adopt Resolution No. 24-14 authorizing the Board Chair to execute and the Executive Director to implement the accounts receivable and annual bill for services policies

On motion by Bm. Perkins, seconded by Bm. Nino, and by unanimous vote, the Board approved the item as recommended.

#### **7.4 Adoption of Resolution for Subscriber Memorandum of Understanding**

Recommendation: Adopt Resolution No. 24-15 approving and authorizing the Executive Director to execute and implement the Subscriber Memorandum of Understanding, as necessary

On motion by Bm. Calabrigo, seconded by Bm. King, and by unanimous vote, the Board approved the item with modification to charge the higher fee.

### **8. Committee Updates:**

#### **8.1 Receive Informational Report on Recent Finance Committee Activities**

Bm. Perkins provided an update.

#### **8.2 Receive Informational Report on Recent Operations Committee Activities**

Bm. King provided an update.

### **9. Reports:**

#### **9.1 Receive Informational Report on SUA Related Service Interruption**

Executive Director Swing provided an overview of the service interruption that occurred during the Service Upgrade process. The resulting process improvements identified during the process includes that the CAM is now backed up in EBCRSA's system and Contra Costa County radio shops monthly, and with a month between each backup to provide redundancy in the event restoration is needed.

#### **9.2 Receive Informational Report on Interoperability MOUs**

Executive Director Swing reported that the Operations Committee recommended authorizing the Executive Director to enter into the Interoperability MOUs, with a report out to the Operations Committee when new agreements are entered. The Executive Director will complete this process.

#### **9.3 Receive Informational Report on City of Antioch Walton Lane**

Executive Director Swing reported that there is power at the site. The current challenge is building a tower at the Walton site instead of leasing retail radio space. He does not consider

leasing retail space to be the best long-term solution. Director Swing is working with the Antioch City staff with a goal for construction to begin in calendar year 2025.

**9.4 Receive Informational Report on Radio Purchase Agreement**

Executive Director Swing reported that Contra Costa County and Bm. Shorr are working to establish a radio purchasing agreement through Contra Costa County's purchasing policy with the goal to set a standard rate for EBRCSA radio purchases. Member agencies would work through EBRCSA for purchase of the radios for cost savings. Director Swing will return to the Board with an update in December.

**10. Agenda Items for Next Meeting**

Chair Love requested an update regarding lease costs charged by EBMUD to EBRCSA.

**11. Board Comments**

The retirement of Bm. Linda Smith in October will result in a new appointment to the Board.

**12. Adjournment**

There being no further business, the meeting adjourned at 11:17 a.m.





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**AGENDA ITEM NO. 4.2**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: December 6, 2024**

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

**FROM:** Chief Paige Meyer, Board Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Approval of 2025 EBRCSA Meeting Schedule

**RECOMMENDATION:**

Approve the 2025 EBRCSA Meeting Schedule

**SUMMARY/DISCUSSION:**

The Board of Directors will review the 2025 meeting schedule for the Board of Directors, Finance Committee, Operations Committee, and Technical Advisory Committee Meetings

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the 2025 EBRCSA Meeting Schedule.

Attachment

1. Proposed 2025 Meeting Schedule



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



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### **2025 EBRCSA BOARD AND COMMITTEE MEETING SCHEDULE**

#### **REGULAR MEETINGS**

##### **Board of Directors**

March 7	10:00-12:00	Assembly Room, Alameda County OES
May 30	10:00-12:00	Assembly Room, Alameda County OES
September 5	10:00-12:00	Assembly Room, Alameda County OES
December 12	10:00-12:00	Assembly Room, Alameda County OES

##### **Committees:**

February 14

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

May 9

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

August 15

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

November 21

Operations Committee	10:00-11:00	Room 1013
Finance Committee	11:00-12:00	Room 1013

TAC Meetings: First Thursday of the Month 09:30-11:00 in alternating locations between Alameda and Contra Costa Counties. Meetings in Alameda County are held at OES in Room 1013. Meetings in Contra Costa County are held at 50 Glacier Dr, Martinez.

<b>Date</b>	<b>Location</b>
January 2	4985 Broder Blvd, Dublin
February 6	50 Glacier Dr, Martinez
March 6	4985 Broder Blvd, Dublin
April 3	50 Glacier Dr, Martinez
May 1	4985 Broder Blvd, Dublin
June 5	50 Glacier Dr, Martinez
July 3	4985 Broder Blvd, Dublin
August 7	50 Glacier Dr, Martinez
September 4	4985 Broder Blvd, Dublin
October 2	50 Glacier Dr, Martinez
November 6	4985 Broder Blvd, Dublin
December 4	50 Glacier Dr, Martinez



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**AGENDA ITEM NO. 4.3**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** David Swing, Executive Director  
East Bay Regional Communications System Authority

**SUBJECT:** Consider Adoption of a Resolution Authorizing the Board Chair to Sign and the Executive Director to Implement A MOU With Contra Costa ITD for Radio Site Maintenance

**RECOMMENDATION:**

Consider adoption of a resolution authorizing the Board Chair to sign and the Executive Director to implement a MOU with Contra Costa ITD for Radio Site Maintenance.

**SUMMARY/DISCUSSION:**

On December 4, 2012 EBRCSA and Contra Costa County (“County”) entered into an agreement for the County’s provision of Department of Information Technology Telecommunications services including radio services, installation and maintenance of radio sites and 911 Dispatch centers to support EBRCSA’s System at an hourly rate to be paid by the Authority with a term of three years. (“Original Agreement”). EBRCSA and the County amended the Original Agreement repeatedly over the course of the following eleven years to increase the term, increase the hourly rate and correspondingly increase the payment limit amount with the last amendment on June 30, 2023.

The proposed MOU will establish an hourly rate of \$148 per hour, which is necessary to compensate for the labor rates and cost of materials used to perform the work. The MOU will have an effective date of June 20, 2023 in order to avoid any lapse in service (Attachment A). The

proposed MOU has an hourly rate escalator that is commensurate with negotiated wage increases by the County of Contra Costa and the represented employee groups.

**FINANCIAL IMPACT:**

The cost of Service per the proposed amendment is \$345,000 for the next year. The approved FY2024/2025 EBRCOA Budget has included \$345,000 for such Services and, thus, the cost can be covered by projected operating revenue and will not require a budget adjustment.

**RECOMMENDED ACTION:**

Consider adoption of a resolution authorizing the Board Chair to sign and the Executive Director to implement a MOU with Contra Costa ITD for Radio Site Maintenance.

**Attachments:**

1. Memorandum of Understanding
2. Resolution

**Memorandum of Understanding  
Between the East Bay Regional Communications System Authority and County of Contra Costa  
Regarding Department of Information Technology Telecommunications Services**

This Memorandum of Understanding (“**MOU**”) is made and entered into effective June 30, 2024 (“**Effective Date**”), by and between the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the “**Authority**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”). The Authority and the County are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

**RECITALS**

- A. The Authority 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**”), and has developed a P25 compliant communications system serving Alameda and Contra Costa Counties and individual political jurisdictions therein (the “**Project**”). The County is a Member and also a user of the Project. The County’s Department of Information Technology includes staff qualified to perform certain telecommunications services to support the Project.
- B. On December 4, 2012, the Parties entered into an agreement for the County’s provision of Department of Information Technology telecommunications services to support the Project, at an hourly rate to be paid by the Authority, during an original term of three years (“**Original Agreement**”).
- C. The Parties amended the Original Agreement several times over the course of the following eleven (11) years in order to extend the term, increase the hourly rates paid to County for telecommunications services, and correspondingly increase the payment limit amount. The last amendment to the Original Agreement was adopted by the Parties in 2023, and that amendment set a new termination date of June 30, 2024 (“**2023 Amendment**”).
- D. With the adoption of the 2023 Amendment, the Parties expressed their desire to continue their agreement and cooperation. The Parties now wish to continue their agreement and cooperation pursuant to this MOU beginning on the Effective Date, under the terms and conditions as set forth herein, in order to more accurately designate their respective duties given the passage of time.

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 and Termination.

- (a) **Termination of Original Agreement; Term of MOU.** The Original Agreement, as most recently amended by the 2023 Amendment, is hereby terminated and replaced with this MOU as of the Effective Date. This MOU commences on the Effective Date and it shall remain in full force and effect until terminated (“**Term**”).

(b) **Termination of MOU.** This MOU may be terminated only as follow: (1) by the mutual written agreement of the Parties; or (2) as a result of a material breach by a Party following written notice of default and opportunity to cure, as provided in Section 2(c); or (3) by either Party for convenience upon 180 days' advance written notice to the other Party.

(c) **Termination for Material Breach; Opportunity to Cure.** Prior to terminating this MOU for material breach, the non-defaulting Party shall provide the defaulting Party written notice (“**Default Notice**”) specifying the nature of the alleged material breach and, if known to the non-defaulting Party, the means for curing or correcting the material breach in accordance with the terms of this MOU. The defaulting Party shall have thirty (30) days from the date of receipt of the Default Notice to cure the material breach, or, where a material breach cannot reasonably be cured within said 30-day period, to begin taking steps to cure the breach. If, after 30 days from receipt of the Default Notice, the breach has not been cured, the non-defaulting Party may terminate this MOU by giving the other Party no less than (7) days prior written notice of the termination, specifying the effective date of the termination; provided, however, that for any material breach that cannot reasonably be cured within 30 days following receipt of a Default Notice, the non-defaulting Party may not terminate this MOU if, within the 30-day period following receipt of the Default Notice, the defaulting Party has begun taking steps to cure the material breach and continues thereafter to take steps to cure the material breach within a reasonable time. During any period following a Default Notice, the Parties will continue to satisfy all of their obligations under this MOU until such time as this MOU is terminated.

3. Access.

Authority shall allow County authorized Department of Information Technology Telecommunications Services personnel access to Authority’s radio sites for the purpose of performing the services pursuant to this MOU.

4. County Services.

(a) **Services.** County shall provide the following Department of Information Technology Telecommunications Services at Authority radio sites throughout Contra Costa County, and at the emergency operations center located in Dublin, California, in Alameda County (collectively “**Services**”):

- (i) Installation and maintenance of P25 radio site land mobile radio hardware and software; and
- (ii) Installation and maintenance services of microwave hardware and software; and
- (iii) Installation and maintenance of system and component monitoring equipment; and
- (iv) Installation and maintenance of radio site power supplies, generator, security systems, and other related equipment; and
- (v) Installation, maintenance, planning, and engineering of radio shelter, tower or monopole, pathways, and related facilities; and
- (vi) Fleet map design, planning, training, and maintenance; and
- (vii) Site development services, which include site surveys, engineering, planning, coverage modeling, and specification development; and
- (viii) Installation and maintenance of dispatch consoles and console interface equipment.

(b) **Third-Party Contractors.** The County may contract with third-party service providers for the performance of its Services with the prior written consent of Authority in accordance with Section 6(c).

(c) **Failure to Perform.** The failure of County to perform, or to cause third parties to perform, any Services set forth in this Section 4 as and when required to ensure normal operation of the Project shall constitute a material breach and allow Authority to exercise its remedies pursuant to Section 2.

5. Information Sharing.

The Parties agree to share information as necessary to carry out their respective duties as set forth herein.

6. Payment for Services.

(a) **County Service Rates.** The Authority shall pay for the Services according to the following hourly rates:

(i) **Regular Rate.** One hundred forty-eight dollars (\$148) per hour (the "**Regular Rate**") for Services performed by a County Communications Equipment Specialist between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays ("**Regular Hours**").

(ii) **Work Outside of Regular Hours.** A rate equal to one and one-half (1.5) times the Regular Rate for Services performed by a County Communications Equipment Specialist outside of Regular Hours.

(iii) **Increases in the Regular Rate.** July 1, 2024 and each July 1 thereafter during the Term, the County may increase the Regular Rate to equal the County Board of Supervisors-approved wage adjustments applicable to the County employees performing the Services under this MOU.

(b) **Materials.** If County purchases materials to perform the Services, County shall invoice Authority for such materials at County's actual cost, and, when possible, County shall pass through any manufacturer's warranty for such materials to the Authority.

(c) **Third-Party Services.** If County determines that a third-party service provider is required to perform the Services under this MOU, County will notify Authority in writing of the need for the third-party service provider, the Services to be performed and estimated cost, if known. Authority shall have 30 days to approve or deny, in writing, County's request for third-party service provider, and, if Authority provides no written response within that 30-day period, Authority will be deemed to have approved the third-party service provider. If Authority has approved, or is deemed to have approved, a third-party service provider for the performance of any Services, County shall invoice Authority for such third-party services at County's actual cost, and Authority shall reimburse the County for those costs, in accordance with Section 6(d).

(d) **Invoices.**

(i) **Submission of Invoices and Payment.** County shall submit invoices for Services (including third-party services) and any materials provided pursuant to this MOU to Authority in the manner and form prescribed by Authority no later than sixty (60) days from the end of the month in which the Services were provided to the Authority. Authority shall remit payment for such Services (including third-party services) and materials to County within 30 days of receipt of an invoice from County. The Authority's obligation to remit payment to County shall survive the termination of this MOU until such time as County is paid for all Services and third-party services performed, and all materials purchased, during the term of this MOU.

(ii) **Right to Withhold Payment.** Authority may withhold payment to County when, in the reasonable opinion of Authority expressed in written notice to County, County's performance, in whole or in part, either has not been carried out or the Services or expenses are insufficiently documented in accordance with the requirements of this MOU. Within 10 days after that written notice is given to County, the Parties' authorized representatives will meet to seek to resolve the issue that resulted in Authority withholding payment to County. If the issue cannot be resolved to the mutual satisfaction of the Parties' authorized representatives, County reserves all of its rights to take any action authorized by law to enforce the terms of this MOU. Nothing in this Section or elsewhere in this MOU constitutes a waiver of County's right to recover a withheld payment to which it is entitled under this MOU.

(e) **Audit Exceptions.** During the term of this MOU and for three years following its termination



County 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 County's performance under this MOU. Within 30 days of written demand by Authority, County shall pay Authority the full amount of Authority's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to County's failure to perform properly any of its obligations under this MOU.

7. Indemnification/Hold Harmless.

Each Party shall solely be liable for any and all damages, including attorney's fees, resulting from the actions or omissions arising from its performance of the terms of this MOU.

(a) **Indemnification.** Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party (the "**Indemnified Party**") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, (collectively, "**Liabilities**") where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence or willful misconduct of the Indemnifying Party, its officers, officials, agents, employees, volunteers, contractors, or by any individual or agency for which the Indemnifying Party is legally liable, including, but not limited to, officers, agents, employees, volunteers, representatives, council or board members, or contractors of the Indemnifying Party. This indemnification duty shall apply to the Indemnifying Party, for any such liabilities or claims made by any entity, individual, employee, volunteer, or contractor of the Indemnifying Party. For purposes of indemnification set forth in this MOU, "**Indemnified Party**" means the applicable Party, its officers, officials, agents, employees or volunteers.

(b) **Notice.** The Indemnified Party: 1) shall notify the Indemnifying Party in writing within a reasonable time, but no later than 30 days, after learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby; 2) shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and 3) shall reasonably cooperate with the defense.

(c) **Survival.** The Parties' obligations in this Section 7 shall remain in full force and effect following the termination of the MOU for any Liabilities that accrue or begin to accrue during the Term.

8. Insurance.

(a) **Required Policies.** Each Party shall secure and maintain throughout the Term, at its sole expense, insurance coverage required under this Section. At its sole discretion, a Party may elect to self-insure for any or all policies of insurance required under this Section. Prior to the Effective Date, each Party shall provide the other Party evidence of insurance coverage or satisfactory statements of self-insurance meeting the requirements specified below:

(i) Commercial General Liability Insurance, with a minimum limit of liability per occurrence of Two Million Dollars (\$2,000,000) for bodily injury and property damage. If Commercial General Liability Insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to a project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.

(ii) Automobile Liability Insurance, with a minimum limit of liability per occurrence of

One Million Dollars (\$1,000,000) for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

(iii) Workers Compensation in at least the minimum statutory limits.

(b) **Policy Requirements.** All insurance shall:

(i) Be endorsed to include the other Party, its elected and appointed directors, officials, officers, employees, volunteers and agents, as additional insureds with respect to this MOU and its performance. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.

(ii) Be primary with respect to any insurance or self-insurance programs of the other Party, their elected and appointed officials, employees, and agents for claims made against the insured Party.

(iii) Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance; or, alternatively if a Party is self-insuring, by a letter or other evidence of coverage issued by that Party's risk manager, or designee.

(c) **Changes to Insurance.** No changes in insurance carriers may be made without 30 days advance written notice to the other Party. A Party shall provide the other Party written confirmation of any policy renewal and any renewal certificate of insurance, or other evidence of coverage, within 30 days after the renewal date.

## 9. Notice.

All notices shall be in writing and shall be served by any of the following means: (a) by personal delivery during usual business hours at the principal office of the Party; or (b) by depositing the same in the United States mail, postage prepaid, and addressed to the Party at its principal office; or (c) by deposit with an overnight carrier for next business day delivery to the Party at its principal office, with all delivery charges prepaid. The Parties' principal offices for purposes of this MOU are as follows:

### To County:

Contra Costa County Department of Information Technology  
Attn: Chief Information Officer  
30 Douglas Drive  
Martinez, CA 94553.

### To Authority:

East Bay Regional Communications System Authority  
Attn: Executive Director  
4985 Broder Blvd.  
Dublin, CA 94568

Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery, or on the second day following the postmark date if deposited in the United States mail, or on the next business day following the date the notice is deposited with an overnight carrier for next business day delivery. A Party may change its principal office address by delivering written notice to the other Party in the manner required by this Section at least five (5) days before the change in address becomes effective. A courtesy copy of any notice may be given by email, but an emailed courtesy copy of a notice does not substitute for service of the notice in accordance with this Section.

## 10. Governing Law and Venue.

This MOU shall be deemed to be executed within the State of California and construed in accordance with Contra Costa County Telecommunication Services MOU

and governed by laws of the State of California. Venue in any proceeding or action among the Parties arising out of this MOU shall be in Contra Costa County, California.

11. Amendment.

This MOU may only be modified or amended by a subsequent written agreement signed by the Parties.

12. Entire Agreement.

This MOU represents the entire and integrated agreement between the Parties as to the subject matter referenced herein.

13. Severability.

No provision of this MOU shall be interpreted to require any unlawful action by any Party. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this MOU with respect to the matter in question, and the remainder of the MOU shall remain in full force and effect. However, in the event such a section or clause is an essential element of the MOU, the Parties shall promptly endeavor to negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

14. Execution in Counterpart.

This MOU may be executed in counterparts, 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 all other signed counterparts, shall constitute one MOU, which shall be binding upon and effective as to all Parties. This MOU may be executed on behalf of a Party by affixing either a manual signature, or a digital signature that satisfies the requirements of Government Code section 16.5 and Title 2, California Code of Regulations, sections 22000 through 22005.

15. 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, including but not limited to, licensing, employment, and purchasing practices and wages, hours, and conditions of employment, including nondiscrimination.

16. Inspection.

County's performance, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the Authority.

17. Records.

During the term of this MOU and for three years following its termination, each Party must keep and make available for inspection and copying by authorized representatives of the other Party, the State of California, and the United States Government, regular business records and such additional records pertaining to this MOU.

18. Further Specifications for Operating Procedures.

Detailed specifications of operating procedures and budgets required by this MOU, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by the Authority's authorized representative or the County's authorized representative, provided that any such written clarification shall not conflict with this MOU. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this MOU. If any written clarification prepared pursuant to this Section conflicts with a provision of this MOU, the conflicting provision of this MOU shall govern.

19. Copyrights and Rights in Data.

County will not publish or transfer any materials produced or resulting from activities supported by this MOU without the express written consent of Authority's Executive Director. If any material is subject to copyright, Authority reserves the right to copyright, and County agrees not to copyright such material. If the material is copyrighted, Authority 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.

20. 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.

21. No Partnership.

The relationship between the Parties shall not be that of partners, agents, joint venturers, a joint powers authority, or joint enterprise of any kind, and nothing contained in this MOU shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

22. No Employee Relationship.

(a) No relationship of employer and employee is created by this MOU. Neither Party is an agent of the other Party in any capacity whatsoever, and neither Party's employees are employees of the other Party.

(b) Each Party and its respective officers, officials, agents, employees, volunteers, contractors, or any individual or agency for which the Party is legally liable shall have no claim under this MOU or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, eligibility to enroll in the California Public Employees Retirement System (PERS) or Contra Costa County Employees' Retirement Association (CCCERA) as an employee of the other Party, entitlement to any contribution to be paid by the other Party for employer contributions and/or employee contributions for PERS or CCCERA benefits, or any other employee benefits of the other Party of any kind.

(c) Each Party and its respective officers, officials, agents, employees, volunteers, contractors, or any individual or agency for which the Party is legally liable shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its

officers, agents, or employees, including but not limited to, PERS and CCCERA, and each Party agrees to indemnify and hold the other Party harmless from any and all liability which they may incur because of their failure to pay such accounts.

(d) In carrying out its obligations under this MOU, each Party shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to that Party's officers, agents and/or employees; and each Party agrees that its officers, agents, and/or employees will not be considered independent contractors of the other Party and shall not be treated or considered in any way as officers, agents, and/or employees of the other Party.

(e) The requirements of this Section shall survive the termination of this MOU.

23. No Third-Party Beneficiary.

This MOU is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

24. Authority to Enter into MOU.

Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective Party.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date first written above.

**COUNTY OF CONTRA COSTA**

\_\_\_\_\_  
Chief Information Officer/Designee

APPROVED AS TO FORM  
Thomas L. Geiger, County Counsel

\_\_\_\_\_  
Assistant County Counsel

ATTEST:

**EAST BAY REGIONAL  
COMMUNICATIONS SYSTEM  
AUTHORITY**

\_\_\_\_\_  
Authority Secretary

\_\_\_\_\_  
Board of Directors Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Authority Counsel

5595750.1

**RESOLUTION NO. 24-xx**

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

\*\*\*\*\*

**AUTHORIZING THE BOARD CHAIR TO EXECUTE AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING WITH  
THE CONTRA COSTA COUNTY INFORMATION TECHNOLOGY DEPARTMENT  
FOR RADIO SITE MAINTENANCE**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serves Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, the EBRCSA requires certain expertise to maintain its operations; and

**WHEREAS**, the EBRCSA has worked collaboratively with the Contra Costa County Information Technology Department for radio site maintenance since December, 2012; and

**WHEREAS**, the EBRCSA chooses to continue to use the services of the Contra Costa County Radio Shop for the hourly rate of \$148.00 (one-hundred forty-eight dollars) per hour; and

**WHEREAS**, staff has developed the proposed memorandum of understanding; and

**WHEREAS**, the Operations Committee recommended the proposed MOU at a prior meeting.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it adopts the proposed Memorandum of Understanding to the accompanying Agenda Report and authorizes the Board Chair to sign and the Executive Director to implement the terms aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 6th day of December 2024 by the following votes:

- AYES:**
- NOES:** .
- ABSTENTIONS:**
- ABSENT:**

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, 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, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

**AGENDA ITEM NO. 4.4**

**AGENDA STATEMENT  
BOARDS OF DIRECTORS MEETING  
MEETING DATE: NOVEMBER 22, 2024**

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

**FROM:** David Swing, Executive Director  
East Bay Regional Communications System Authority

**SUBJECT:** FY2023/24 Audited Financial Statements

**RECOMMENDATIONS:**

Accept the 2024 Audited Financial Statements

**SUMMARY/DISCUSSION:**

Each year, the Authority contracts with the independent audit firm Badawi and Associates to perform a financial audit of the Authority's financial statements. The independent auditor evaluates whether the financial statements have been prepared using generally accepted accounting principles. For fiscal year 2023-2024, the independent auditor expressed an opinion that the financial statements are presented in accordance with generally accepted accounting principles. The external auditor also provided a letter that includes required communications. The Auditors identified a significant deficiency during the audit. The deficiency is related to inadequate documentation and authorization of changes to billing rates.

**COMMITTEE RECOMMENDATION:**

At their November 22, 2024 meeting the Finance Committee recommended presenting the 2024 Audited Financial Statements to the Board of Directors.

Attachments:

1. Audited Financial Statements
2. Auditors Report

**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)**





***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

**Financial Statements  
With Independent Auditor's Report  
For Fiscal Year Ended June 30, 2024**

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

**Prepared by the Alameda County Auditor-Controller Agency  
Financial Reporting Unit**

**East Bay Regional Communications System Authority**

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# Introductory Section

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**East Bay Regional Communications System Authority**

**Board of Directors**

***County Representatives***

Yesenia Sanchez, Sheriff, Alameda County  
David Haubert, Member, Alameda County Board of Supervisors  
Susan Muranishi, County Administrator, Alameda County  
Michael Casten, Undersheriff, Contra Costa County  
Candace Andersen, Supervisor, Contra Costa County  
Monica Nino, County Administrator, Contra Costa County

***City Representatives***

Justin Ezell, Assistant City Manager, City of Concord  
Joe Calabrigo, Town Manager, Town of Danville  
Karen Stepper, Mayor, Town of Danville  
Linda Smith, City Manager, City of Dublin  
Gerry Beaudin, City Manager, City of Pleasanton  
Matt Rodriguez, City Manager, City of San Pablo  
Scott Perkins, Councilmember, City of San Ramon  
Cindy Silva, Councilmember, City of Walnut Creek  
Marc Salinas, City of Hayward

***Public Safety Representatives***

Paige Meyer, Fire Chief, San Ramon Valley Fire Protection District (Currently serving as Board Chair)  
Jon King, Police Chief, City of Moraga  
Damon Covington, Fire Chief, City of Oakland  
Filice Roberto, Police Chief, East Bay Regional Park District

***Special District Representative***

Craig Alan Love, Chief, Oakland Housing Authority Police (Currently serving as Vice Chair)

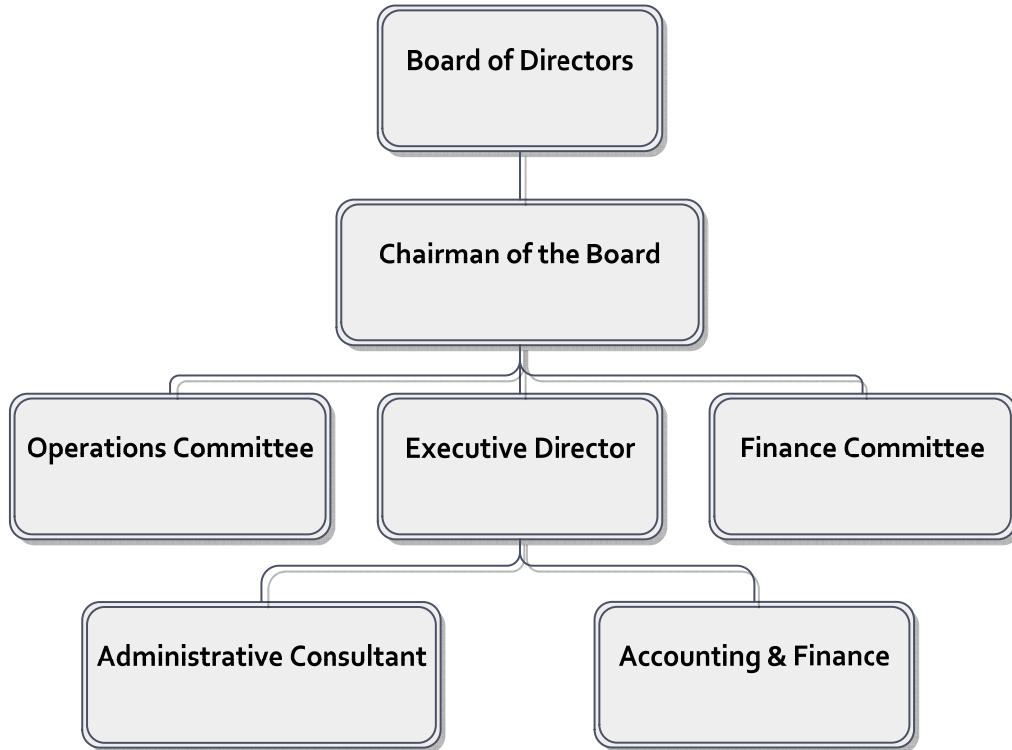
**Management Personnel**

***Executive Director***

David Swing

**East Bay Regional Communications System Authority**

**Organization Chart**



## East Bay Regional Communications System Authority

### Members

The EBRCSA currently has 72 member agencies. Participating agencies include:

#### **Counties**

Alameda County  
Contra Costa County

#### **Special Districts**

Bethel Island Municipal Improvement District  
Central Contra Costa Sanitary District  
Contra Costa Community College District  
Contra Costa County Fire District  
Dublin-San Ramon Services District  
East Bay Regional Park District  
East Contra Costa Fire District  
Hayward Area Recreation & Park District  
Kensington Police Community Services District  
Livermore Amador Valley Transit Authority  
Livermore-Pleasanton Fire Department  
Moraga-Orinda Fire District  
Oakland Housing Authority  
Ohlone Community College District  
Oro Loma Sanitary District  
Port of Oakland  
Rodeo-Hercules Fire Protection District  
San Ramon Valley Fire Protection District  
Water Emergency Transportation Agency

#### **State**

California Department of Corrections  
California Department of Corrections/Division of  
Adult Parole Operations  
University of California, Berkeley  
California State University, East Bay

#### **Federal**

Bureau of Alcohol, Tobacco, Firearms, and Explosives  
Federal Reserve Bank  
US Marshals

#### **Other**

American Medical Response  
Eagle Ambulance  
Falck Ambulance Company  
Falcon Critical Care Transportation  
Lawrence Berkeley National Laboratory  
Lawrence Livermore Lab  
Norcal Ambulance  
ProTransport-1  
Sonoma County Ambulance  
United Ambulance Service

#### **Cities**

City of Alameda  
City of Albany  
City of Antioch  
City of Berkeley  
City of Brentwood  
City of Clayton  
City of Concord  
City of Dublin  
City of El Cerrito  
City of Emeryville  
City of Fremont  
City of Hayward  
City of Hercules  
City of Lafayette  
City of Livermore  
City of Martinez  
City of Newark  
City of Oakland  
City of Oakley  
City of Orinda  
City of Piedmont  
City of Pinole  
City of Pittsburg  
City of Pleasant Hill  
City of Pleasanton  
City of Richmond  
City of San Leandro  
City of San Pablo  
City of San Ramon  
City of Union City  
City of Vallejo  
City of Walnut Creek  
Town of Danville  
Town of Moraga

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# Financial Section

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of the East Bay Regional Communications System Authority  
Dublin, California

### **Report on the Audit of the Financial Statements**

We have audited the accompanying financial statements of the East Bay Regional Communications System Authority (Authority) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2024, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### *Responsibilities of Management for the Financial Statements*

The Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

***Required Supplementary Information***

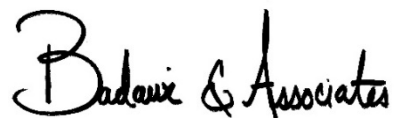
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for

To the Board of Directors  
of the East Bay Regional Communications System Authority  
Dublin, California  
Page 3

consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Management is responsible for the other information included in the Financial Statements With Independent Auditor's Report. The other information comprises the Introductory Section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



Badawi & Associates, CPAs  
Berkeley, California  
November 1, 2024

**East Bay Regional Communications System Authority  
Management's Discussion and Analysis (Unaudited)  
For Fiscal Year Ended June 30, 2024**

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This section of the financial statements for the East Bay Regional Communications System Authority (the Authority) presents a narrative overview and analysis of the financial activities of the Authority for the fiscal year ended June 30, 2024. This information is presented in conjunction with the audited basic financial statements, which follows this section.

**Financial Highlights**

- The assets of the Authority exceeded its liabilities at the close of fiscal year 2024 by \$27,621,462. Of this amount, \$14,288,052 represents unrestricted net position, which may be used to meet the Authority's ongoing obligations.
- The Authority's total net position decreased by \$2,235,340 which was primarily due to depreciation of capital assets.
- The Authority's total outstanding long-term obligations decreased by \$2,361,807 during the current fiscal year because of principal payments. Service Payments (revenues obligated for debt payments) increased by \$102,510, or 6.6 percent, and exceeded debt obligations by \$1,017,530.

**Overview of the Financial Statements**

The discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements. The Authority reports financial statements under the enterprise fund type as it is used to report activities for which fees are charged to external users for goods and services. As such, the Authority's financial statements are prepared on an accrual basis in accordance with Generally Accepted Accounting Principles.

**Enterprise Fund Financial Statements**

The Authority's financial information is presented in the Statement of Net Position; the Statement of Revenues, Expenses and Changes in Net Position; and the Statement of Cash Flows. The Statement of Net Position includes all the Authority's assets and liabilities, and provides information about the nature and amounts of investments in resources (assets) and obligations to creditors (liabilities). The Statement of Revenues, Expenses, and Changes in Net Position identifies the Authority's revenues and expenses and can be used to determine whether the Authority has successfully recovered all its costs through user fees and other charges. The Statement of Cash Flows provides information on the Authority's cash receipts, cash disbursements, and net changes in cash resulting from operations, investments, and financing activities.

**Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

**East Bay Regional Communications System Authority**  
**Management's Discussion and Analysis (Unaudited)**  
**For Fiscal Year Ended June 30, 2024**

**Financial Analysis of the Authority**

Statement of Net Position

The statement of net position presents information on all of the Authority's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating. A summarized comparison of the Authority's assets, liabilities, and net position at June 30 is as follows:

**Condensed Statement of Net Position**  
**June 30, 2024 and 2023**

	<u>June 30, 2024</u>	<u>June 30, 2023</u>	<u>Change</u>	
<b>Assets:</b>				
Current assets	\$ 14,697,873	\$ 14,390,130	\$ 307,743	2.1%
Capital assets, net	22,297,532	27,002,756	(4,705,224)	-17.4%
Lease assets, net	313,004	31,974	281,030	89.8%
Total Assets	<u>37,308,409</u>	<u>41,424,860</u>	<u>(4,116,451)</u>	<u>-9.9%</u>
<b>Liabilities:</b>				
Current liabilities	2,821,865	2,603,936	217,929	8.4%
Noncurrent liabilities	6,865,082	8,964,122	(2,099,040)	-23.4%
Total Liabilities	<u>9,686,947</u>	<u>11,568,058</u>	<u>(1,881,111)</u>	<u>-16.3%</u>
<b>Net Position:</b>				
Net investment in capital assets	13,333,410	15,771,556	(2,438,146)	-15.5%
Unrestricted	14,288,052	14,085,246	202,806	1.4%
Total Net Position	<u>\$ 27,621,462</u>	<u>\$ 29,856,802</u>	<u>\$ (2,235,340)</u>	<u>-7.5%</u>

In fiscal year 2024, total assets decreased by \$4,116,451 or 9.9 percent. The decrease is primarily due to the decrease in capital assets of \$4,705,224 due to depreciation costs. This was offset by an increase in current assets of \$307,743 or 2.1 percent and in lease assets of \$281,030 or 89.8 percent. Current assets increased primarily due to an increase in cash of \$1,916,295 or 17.7 percent offset by a decrease in accounts receivable by \$1,573,678 due to member dues collection. Lease assets increased due to new lease agreements for the use of land for radio towers.

Total liabilities decreased by \$1,881,111 or 16.3 percent. This was the result of a decrease in long term liabilities of \$2,099,040, and an increase in accounts payable of \$149,950. The increase in accounts payable was due to the timing of payments made to vendors and the decrease in long term liabilities was as a result of debt payments.

Total net position decreased by \$2,235,340 or 7.5 percent. This was a result of an increase in unrestricted net position of \$202,806 or 1.4 percent and a decrease of net investment in capital assets of \$2,438,146 or 15.5 percent. See the next section for analysis regarding the change in unrestricted net position. The decrease in net investment in capital assets is due to annual depreciation of capital assets placed in to service, net of long-term debt principal paid during the fiscal year.

**East Bay Regional Communications System Authority**  
**Management’s Discussion and Analysis (Unaudited)**  
**For Fiscal Year Ended June 30, 2024**

As noted earlier, net position may serve over time as a useful indicator of a government’s financial position. In the case of the Authority, assets exceed liabilities by \$27,621,462 as of June 30, 2024, a decrease of \$2,235,340 compared to June 30, 2023.

Statement of Revenues, Expenses and Changes in Net Position

The Statement of Revenues, Expenses and Changes in Net Position reflect how the Authority’s net position changed during the recent fiscal year as compared to the prior year. These changes are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. A summary of the Statement of Revenues, Expenses and Changes in Net Position is as follows:

**Condensed Statement of Changes in Net Position**  
**For the Years Ended June 30, 2024 and 2023**

	<u>June 30, 2024</u>	<u>June 30, 2023</u>	<u>Change</u>	
<b>Operating revenues:</b>				
Operating payments	\$ 6,651,092	\$ 5,804,298	\$ 846,794	14.6%
Other operating revenues	<u>1,665,120</u>	<u>1,579,410</u>	<u>85,710</u>	<u>5.4%</u>
Total operating revenues	<u>8,316,212</u>	<u>7,383,708</u>	<u>932,504</u>	<u>12.6%</u>
<b>Operating expenses:</b>				
Maintenance	4,961,848	3,304,338	1,657,510	50.2%
Depreciation and amortization	4,997,033	4,862,200	134,833	2.8%
Other operating expenses	<u>746,450</u>	<u>626,189</u>	<u>120,261</u>	<u>19.2%</u>
Total operating expenses	<u>10,705,331</u>	<u>8,792,727</u>	<u>1,912,604</u>	<u>21.8%</u>
<b>Non-operating revenues/(expenses):</b>				
Interest expense	(246,821)	(289,198)	42,377	-14.7%
Interest income	<u>400,600</u>	<u>198,684</u>	<u>201,916</u>	<u>101.6%</u>
Total non-operating revenues/(expenses)	<u>153,779</u>	<u>(90,514)</u>	<u>244,293</u>	<u>-269.9%</u>
Change in net position	(2,235,340)	(1,499,533)	(735,807)	49.1%
Net position – beginning of period	<u>29,856,802</u>	<u>31,356,335</u>	<u>(1,499,533)</u>	<u>-4.8%</u>
Net position – end of period	<u>\$ 27,621,462</u>	<u>\$ 29,856,802</u>	<u>\$ (2,235,340)</u>	<u>-7.5%</u>

Total change in net position decreased by \$2,235,340 for the fiscal year ended June 30, 2024, because of the following:

- Total operating revenues increased by \$932,504 or 12.6 percent. This was due to an increase in operating payment revenues of \$846,794 or 14.6 percent and an increase in other operating revenues of \$86,023 or 5.4 percent. The reason for the increase in operating payments and other operating revenues is primarily due to higher radio counts used for determining member dues.
- Total operating expenses increased by \$1,912,604 or 21.8 percent. The cause for the increase was primarily due to an increase in maintenance expense of \$1,657,510 due to a new Motorola agreement to maintain and support the communication system.

**East Bay Regional Communications System Authority**  
**Management’s Discussion and Analysis (Unaudited)**  
**For Fiscal Year Ended June 30, 2024**

- Total non-operating revenues increased by \$201,916 or 101.6 percent due to higher rates of return on investment and total non-operating expenses decreased by \$42,377 or 14.7 percent due to lower financed purchase interest expense.

**Capital Assets and Debt Administration**

Capital Assets

The Authority’s capital assets net of accumulated depreciation amount to \$22,297,532, as shown in the table below. This amount includes construction in progress, structures and improvements, machinery and equipment, and software. The increase in the Authority’s capital assets of \$286,107 was primarily due to acquisition of encryption equipment. The decrease in the Authority’s capital assets for fiscal year 2024 of \$4,991,331 was primarily due to annual depreciation.

**Capital Assets**  
**For the Year Ended June 30, 2024**

	<b>2023</b>	<b>Increases</b>	<b>Decreases</b>	<b>2024</b>
Construction in progress	\$ 893,220	\$ -	\$ (27,531)	\$ 865,689
Structures and improvements	728,709	-	(174,890)	553,819
Machinery and equipment	25,129,329	286,107	(4,728,509)	20,686,927
Software	251,498	-	(60,401)	191,097
<b>Total</b>	<b>\$ 27,002,756</b>	<b>\$ 286,107</b>	<b>\$ (4,991,331)</b>	<b>\$ 22,297,532</b>

Additional information about the Authority’s capital assets can be found in Note 3 (page 15) of the notes to the basic financial statements.

Long-Term Debt Activity

On June 30, 2024, the Authority had long-term debt outstanding of \$9,250,694. The Authority’s total debt decreased by \$2,361,807 as a result of principal payments made to its debtors and increased by \$347,782 for the right to use cell towers on third-party property to transmit signals.

**Outstanding Long-term Debt**  
**For the Year Ended June 30, 2024**

	<b>2023</b>	<b>Increases</b>	<b>Decreases</b>	<b>2024</b>
Series A	\$ 1,412,000	\$ -	\$ (332,000)	\$ 1,080,000
Series B	940,000	-	(221,000)	719,000
Leases	33,519.00	347,782	(33,519.00)	347,782
Financed purchase obligations	8,879,200	-	(1,775,288)	7,103,912
<b>Total</b>	<b>\$ 11,264,719</b>	<b>\$ 347,782</b>	<b>\$ (2,361,807)</b>	<b>\$ 9,250,694</b>

**East Bay Regional Communications System Authority  
Management’s Discussion and Analysis (Unaudited)  
For Fiscal Year Ended June 30, 2024**

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Additional information about the Authority’s long-term debt can be found in Note 4 (page 18) of the notes to the basic financial statements.

**Economic Factors and Next Year’s Budget**

The Authority’s budget uses charges for services to recover costs associated with the operation of the communications system. The Authority charges its members various fees to have their radios connected to the system. The board of directors sets the rate structure for the Authority, which consists of three categories:

1. Operating Payments – a \$30 monthly fee charged to members per radio connected to the system. These revenues pay for operating expenses. Any surplus is set aside to cover future maintenance costs.
2. Service Payments – a \$15 monthly fee charged to members per radio connected to the system. These revenues pay for debt expenses. Any surplus is set aside to cover future asset replacement costs.
3. Initial Payments – a \$200 one-time fee charged to members per radio added to the system. These revenues are set aside for future asset replacement costs.

The Authority annually updates its radio counts based on reports provided by the Information Technology Departments of the County of Alameda and the County of Contra Costa.

All of the above factors were considered in preparing the Authority’s budget for fiscal year 2023-2024.

The Authority adopted its fiscal year 2024-2025 budget on May 3, 2024.

**Requests for Information**

This financial report is designed to provide our citizens, taxpayers, and members with a general overview of the Authority’s finances and to demonstrate the Authority’s accountability for the money it receives. Below is the contact for questions about this report or requests for additional financial information.

East Bay Regional Communications System Authority  
Alameda County Office of Homeland Security and Emergency Services  
4985 Broder Boulevard, Dublin, CA 94568  
Website: [www.ebrcsa.org](http://www.ebrcsa.org)



**East Bay Regional Communications System Authority**  
**Statement of Net Position**  
**For Fiscal Year Ended June 30, 2024**

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**Assets:**

Current assets:

Cash and cash equivalents (Note 2)	\$ 13,895,366
Receivables (Note 7)	736,328
Prepaid expenses	66,179
<b>Total current assets</b>	<u>14,697,873</u>

Noncurrent assets:

Capital assets, not being depreciated (Note 3)	865,689
Capital assets, net of accumulated depreciation (Note 3)	21,431,843
Lease assets, net of accumulated amortization (Note 3)	313,004

<b>Total assets</b>	<u>37,308,409</u>
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**Liabilities:**

Current liabilities:

Accounts payable (Note 7)	366,770
Interest payable	69,483
Bonds payable (Note 4)	576,000
Leases payable (Note 4)	65,195
Financed purchase obligations (Note 4)	1,744,417
<b>Total current liabilities</b>	<u>2,821,865</u>

Noncurrent liabilities:

Bonds payable (Note 4)	1,223,000
Leases payable (Note 4)	221,377
Financed purchase obligations (Note 4)	5,420,705

<b>Total liabilities</b>	<u>9,686,947</u>
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**Net Position**

Net investment in capital assets	13,333,410
Unrestricted	14,288,052

<b>Total net position</b>	<u>\$ 27,621,462</u>
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The notes to the basic financial statements are an integral part of this statement.

**East Bay Regional Communications System Authority**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**For Fiscal Year Ended June 30, 2024**

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<b>Operating revenues:</b>	
Initial payments	\$ 1,200
Service payments	1,663,920
Operating payments	<u>6,651,092</u>
<b>Total operating revenue</b>	<u><u>8,316,212</u></u>
<b>Operating expenses:</b>	
Administration	303,939
Audit fees	19,305
Depreciation	4,963,800
Amortization	33,233
Insurance	83,699
Legal	76,242
Licenses and permits	1,752
Maintenance	4,961,848
Membership fees	9,025
Security	38,507
Utilities	210,581
Website hosting	<u>3,400</u>
<b>Total operating expenses</b>	<u><u>10,705,331</u></u>
<b>Operating income (loss)</b>	<u><u>(2,389,119)</u></u>
<b>Non-operating revenues (expenses):</b>	
Interest expense	(246,821)
Interest income	<u>400,600</u>
<b>Total non-operating revenues (expenses)</b>	<u><u>153,779</u></u>
Change in net position	(2,235,340)
Net position - beginning of period	<u>29,856,802</u>
Net position - end of period	<u><u>\$ 27,621,462</u></u>

The notes to the basic financial statements are an integral part of this statement.

**East Bay Regional Communications System Authority**  
**Statement of Cash Flows**  
**For Fiscal Year Ended June 30, 2024**

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**Cash flows from operating activities:**

Receipts from members	\$ 9,889,890
Payments to suppliers and service providers	(5,460,311)
<b>Net cash provided by operating activities</b>	<u>4,429,579</u>

**Cash flows from capital and related financing activities:**

Principal paid on financing	(2,328,288)
Interest paid on financing	(263,857)
Acquisition and construction of capital assets	(258,576)
<b>Net cash used in capital and related financing activities</b>	<u>(2,850,721)</u>

**Cash flows from investing activities:**

Interest received on pooled cash	370,219
<b>Net cash provided by investing activities</b>	<u>370,219</u>

**Net increase in cash and cash equivalents**

	1,949,077
Cash and cash equivalents - beginning of period	11,946,289
<b>Cash and cash equivalents - end of period</b>	<u>\$ 13,895,366</u>

**Reconciliation of operating income to net cash provided by operating activities:**

Operating income	\$ (2,389,119)
Adjustments for non-cash activities:	
Depreciation expense	4,963,800
Amortization expense	33,233
Changes in assets and liabilities:	
Accounts receivable	1,573,678
Prepaid expenses	98,037
Prepaid interest	-
Accounts payable	149,950
Unearned revenues	-
Total adjustments	<u>6,818,698</u>
<b>Net cash provided by operating activities</b>	<u>\$ 4,429,579</u>

The notes to the basic financial statements are an integral part of this statement.

**Note 1: Summary of Significant Accounting Policies**

**A. Scope of Financial Reporting Entity**

The East Bay Regional Communications System Authority (the Authority) is a joint exercise of powers agency (JPA) organized by the State of California and composed of the County of Alameda and the County of Contra Costa created pursuant to a Joint Exercise of Power Agreement dated as of September 11, 2007. By definition, a JPA is two or more contracted public agencies jointly exercising any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside the state.

The Authority was formed to develop a P-25 compliant communications system that provides fully interoperable communications to all public agencies not only within the two counties, but with adjoining counties and State and Federal agencies as well. The development of the system was financed through multiple sources including Homeland Security grant funds from the Urban Area Security Initiative (UASI), Community Oriented Policing Services (COPS), Public Safety Interoperable Communications (PSIC), State Homeland Security Grant Programs (SHSGP), revenue bonds, and capital contributions from members.

The Authority's financial activities are reported under the JPA Radio Interoperability Fund in the County of Alameda and its funds are held by the Treasurer of the County of Alameda. The books and records for the Authority are maintained by the County of Alameda, Auditor-Controller Agency's Financial Reporting Unit.

**B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The financial statements of the Authority are presented as an enterprise fund under the broad category of funds called proprietary funds. Enterprise funds account for business-like activities that are financed primarily by user charges and use the *economic resources measurement focus* and the *accrual basis of accounting* similar to the private sector. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues when all eligibility requirements imposed by the provider have been met.

The financial statements are presented in accordance with the pronouncements of the Governmental Accounting Standards Board (GASB). According to GASB Statement 34, enterprise funds may be used to report any activity for which a fee is charged to external users for goods or services.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The Authority also recognizes as operating revenue the portion of connection fees intended to recover the cost of connecting new customers to the system. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

**C. Cash and Investments**

The Authority’s cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments. The Authority maintains its cash with the County of Alameda Treasurer.

The County follows the practice of pooling cash and investments of all funds with the County Treasurer, except for certain restricted funds, which are generally held by outside custodians and classified as “Cash and investments with fiscal agents” within its financial statements.

The fair value of the Treasurer’s Pool is determined on a quarterly basis. The adjustment to the cash balance of all participants in the pool is based on the cash balance at the valuation date. The change in the fair value of the investments is recognized in the year in which the change occurred. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value of investments is determined using the fair value hierarchy defined by GASB Statement No. 72, *Fair Value Measurement and Application*.

The Treasurer’s Pool is audited annually by independent auditors. In order to obtain a copy of the most recent report, contact the Office of the Alameda County Treasurer – Tax Collector at 1221 Oak Street, Room 131, Oakland, CA 94612.

**D. Capital and Lease Assets**

Capital assets, which include land, construction in progress, structures and improvements, machinery and equipment, software, and infrastructure, are valued at historical cost. The Authority capitalizes equipment and computer software with minimum cost of \$5,000 and \$250,000, respectively, and an estimated useful life in excess of one year. Structures and improvements and infrastructure with a value of at least \$250,000 are capitalized. Donated capital assets are recorded at acquisition value at the date of donation. Financed purchased assets, which include structures and improvements, and machinery and equipment, follow the same capitalization thresholds as capital assets.

Capital assets of the Authority are depreciated using the straight-line method applied over the estimated useful lives of the assets, using the following estimated useful lives:

<u>Type of Asset</u>	<u>Estimated Useful Life in Years</u>
Structures and Improvements	30
Machinery and Equipment	3-20
Software	5-10
Infrastructure	10-100

Lease assets are amortized using the straight-line method over the shorter of the contract term or the useful life of the underlying asset, unless the contract contains a purchase option that the Authority has determined is reasonably certain of being exercised. In this case, the lease asset is amortized over the useful life of the underlying asset.

**East Bay Regional Communications System Authority**

**Notes to Basic Financial Statements**

**June 30, 2024**

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It is the intent of the Authority to follow the County’s accounting guidelines concerning the depreciation method and estimated useful life for capital assets as closely as possible. However, the P-25 compliant communication system is itself a unique asset and is accounted for accordingly. It is estimated that the system will have a useful life of 15 years, at which time technological advances in the communications industry and a lack of replacement parts will force the system into obsolescence. The first cell of the system was operational on September 1, 2012, and any additions to the system that are capitalized will have their respective useful lives end on August 31, 2027, unless it is clear that the addition will extend the life of the system.

**E. Net Position**

*Net Investment in Capital Assets*

This category of net position groups all capital assets into one component. Accumulated depreciation and the outstanding balances of debt, excluding unexpended bond proceeds, related to the acquisition, construction, or improvement of the capital assets reduce the balance in this category. The Authority had \$13,333,410 in net investment in capital assets as of June 30, 2024.

*Restricted Net Position*

Restricted net position are those assets, net of their related liabilities, that have constraints placed on their use by creditors, grantors, contributors, or by enabling legislation. Accordingly, restricted assets may include unspent grant revenues, certain fees and charges and restricted tax revenues. The Authority has no restricted net position as of June 30, 2024.

**F. Cash Flows**

A statement of cash flows is presented for proprietary fund types. Cash and cash equivalents include all unrestricted and restricted highly liquid investments with original purchase maturities of three months or less. Pooled cash and investments in the County’s Treasury represent monies in a cash management pool. Such accounts are similar in nature to demand deposits.

**Note 2: Cash**

As of June 30, 2024, the Authority’s cash and cash equivalents were as follows:

Cash and cash equivalents	\$	13,895,366
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*Custodial Credit Risk – Deposits*

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Authority will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside entity. The Authority’s investment policy requires that deposits in banks must meet the requirements of the California Government Code. As required by California Government Code Section 53652, the market value of the pledged securities must equal at least 110 percent of the Authority’s deposits, with the exception of mortgage-backed securities, which must equal at least 150 percent.

*County of Alameda Treasurer's Investments*

The Authority is considered a voluntary participant in an external investment pool as the Authority deposits all receipts and collections, except those required to be deposited with the trustee, with the County of Alameda Treasurer.

Funds with the County Treasurer are invested pursuant to the annual investment policy established by the Treasurer and approved by the Board of Supervisors. The objectives of the policy are, in order of priority: preservation of capital, liquidity, and yield.

The policy addresses the soundness of financial institutions in which the County deposits funds, the types of investment instruments and the percentage of the portfolio, which may be invested in certain instruments, as permitted by Section 53600 et seq. of the Government Code of the State of California. Authorized instruments in which the Treasurer can invest include U.S. Treasury securities, banker's acceptances, federal, state and local government securities, commercial paper, medium-term corporate notes, negotiable certificates of deposit, local agency investment fund, California asset management program, and money market mutual funds.

*Interest Rate Risk*

Interest rate risk is the risk that changes in interest rate will affect the fair value of an investment. In accordance with the investment policy, the County Treasurer manages the risk exposure by limiting the weighted average maturity of its investment portfolio to not more than two years at any time. The weighted average maturity of the County Treasurer's pool at June 30, 2024 was 742 days.

**Note 3: Capital and Lease Assets**

The Authority began constructing the Project 25 compliant communications system in fiscal year 2008 with the goal of developing a communications system that would allow public agencies within the counties of Alameda and Contra Costa to communicate with one another. The system consists of six cells with a total 34 sites, and provides fully interoperable communications to all public agencies within the two counties. The system is also designed to offer participation to adjoining counties, as well as State and Federal agencies. As of June 30, 2013, construction of the system was complete and the system was fully operational.

The Authority financed the acquisition of equipment and recorded the equipment as capital assets with corresponding financed purchased obligation liabilities. The Authority also leased the right to use cell towers on third-party property to transmit its signals. Since these cell tower leases are granting the Authority access to a portion of the useful lives of the assets, the Authority recorded lease assets with corresponding lease liability.

**East Bay Regional Communications System Authority**  
**Notes to Basic Financial Statements**  
**June 30, 2024**

Capital asset activities of the Authority for the year ended June 30, 2024, are as follows:

	<u>Balance</u> <u>June 30, 2023</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>June 30, 2024</u>
Capital assets, not being depreciated:				
Construction in progress	\$ 893,220	\$ -	\$ (27,531)	\$ 865,689
Total capital assets, not being depreciated	<u>893,220</u>	<u>-</u>	<u>(27,531)</u>	<u>865,689</u>
Capital assets, being depreciated:				
Structures and improvements	2,554,131	-	-	2,554,131
Machinery and equipment	52,664,048	286,107	-	52,950,155
Software	885,687	-	-	885,687
Total capital assets, being depreciated	<u>56,103,866</u>	<u>286,107</u>	<u>-</u>	<u>56,389,973</u>
Less accumulated depreciation for:				
Structures and improvements	(1,825,422)	(174,890)	-	(2,000,312)
Machinery and equipment	(27,534,719)	(4,728,509)	-	(32,263,228)
Software	(634,189)	(60,401)	-	(694,590)
Total accumulated depreciation	<u>(29,994,330)</u>	<u>(4,963,800)</u>	<u>-</u>	<u>(34,958,130)</u>
Total capital assets, being depreciated, net	<u>26,109,536</u>	<u>(4,677,693)</u>	<u>-</u>	<u>21,431,843</u>
Capital assets, net	<u>27,002,756</u>	<u>(4,677,693)</u>	<u>(27,531)</u>	<u>22,297,532</u>
Lease assets, being amortized:				
Structures and improvements	159,872	347,782	(33,519)	474,135
Total lease assets, being amortized	<u>159,872</u>	<u>347,782</u>	<u>(33,519)</u>	<u>474,135</u>
Less accumulated amortization for:				
Structures and improvements	(127,898)	(66,752)	33,519	(161,131)
Total lease assets, being amortized, net	<u>\$ 31,974</u>	<u>\$ 281,030</u>	<u>\$ -</u>	<u>\$ 313,004</u>

**Note 4: Long-Term Obligations**

On April 21, 2011, the Authority issued a total of \$6,136,866 in 2011 Series A & B revenue bonds for the acquisition of the communications system in the amount of \$3,681,752 and \$2,455,114, which were acquired by Alameda County and Contra Costa County respectively. The bonds have a fixed interest rate of 4.05 percent. The bonds are payable from and secured by 100 percent of the revenues collected from Service Payments paid by its members for operating the Authority's communications system. The total debt service (principal and interest) on the Series A & B revenue bonds for the year ended June 30, 2024 amounted to \$646,390 compared to pledged revenues earned of \$1,663,920.

On June 1, 2014, the bonds converted from Capital Appreciation Bonds to Current Interest bonds. The accreted interest amount of \$325,248 for the Series A and \$216,886 for the Series B was applied to the principal balance of the loans.



**East Bay Regional Communications System Authority**  
**Notes to Basic Financial Statements**  
**June 30, 2024**

**Changes in Long-Term Obligations**

The changes in long-term obligations for the year ended June 30, 2024 are as follows:

<b>Description</b>	<b>Beginning Balance</b>			<b>Ending Balance</b>		<b>Amounts Due Within One Year</b>
	<b>July 1, 2023</b>	<b>Increases</b>	<b>Decreases</b>	<b>June 30, 2024</b>		
Series A	\$ 1,412,000	\$ -	\$ (332,000)	\$ 1,080,000	\$ (346,000)	
Series B	940,000	-	(221,000)	719,000	(230,000)	
Leases	33,519	347,782	(33,519)	347,782	(65,195)	
Financed purchase obligations	8,879,200	-	(1,775,288)	7,103,912	(1,744,417)	
<b>Total</b>	<b>\$ 11,264,719</b>	<b>\$ 347,782</b>	<b>\$ (2,361,807)</b>	<b>\$ 9,250,694</b>	<b>\$ (2,385,612)</b>	

Annual debt service requirements to maturity for the revenue bonds, including interest payments, are as follows:

**Series A**

Year Ending June 30,	Principal	Interest	Total
2025	346,000	43,740	389,740
2026	360,000	29,727	389,727
2027	374,000	15,147	389,147
	<u>\$ 1,080,000</u>	<u>\$ 88,614</u>	<u>\$ 1,168,614</u>

**Series B**

Year Ending June 30,	Principal	Interest	Total
2025	230,000	29,120	259,120
2026	240,000	19,805	259,805
2027	249,000	10,084	259,084
	<u>\$ 719,000</u>	<u>\$ 59,009</u>	<u>\$ 778,009</u>

**East Bay Regional Communications System Authority**

**Notes to Basic Financial Statements**

**June 30, 2024**

Annual payments on financed acquisitions and leases, including interest payments, are as follows:

<b><u>Financed purchase obligations</u></b>			
Year Ending June 30,	Principal	Interest	Total
2025	1,744,417	126,823	1,871,240
2026	1,775,293	95,947	1,871,240
2027	1,806,716	64,524	1,871,240
2028	1,838,696	32,545	1,871,241
	<u>\$ 7,165,122</u>	<u>\$ 319,839</u>	<u>\$ 7,484,961</u>

<b><u>Leases</u></b>			
Year Ending June 30,	Principal	Interest	Total
2025	65,195	8,597	73,792
2026	69,365	6,641	76,006
2027	73,726	4,560	78,286
2028	78,286	2,349	80,635
	<u>\$ 286,572</u>	<u>\$ 22,147</u>	<u>\$ 308,719</u>

**Note 5: Risk Management**

The Authority is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The Authority participates in the Special District Risk Management Authority’s (SDRMA) property and liability insurance program for risk of loss. The program provides for coverage for bodily injury, property damage, pollution, public official and employee errors, personal liability for board members, employment practices liability, employee benefits liability, employee dishonesty coverage, auto bodily injury, auto property damage, uninsured/underinsured motorists, property coverage, and boiler and machinery coverage. The Authority’s deductibles and maximum coverage as of June 30, 2024 are as follows:

Coverage Description	Deductible	Insurance Coverage
Property	\$ 1,000	\$ 1,000,000,000
Boiler and Machinery	1,000	100,000,000
Pollution	1,000	2,000,000
Cyber	1,000	Limits on File
Catastrophic Loss		1,000,000,000
Bodily Injury		5,000,000
Property Damage	500	5,000,000
Public Officials Personal	500	500,000
Employee Benefits Liability		5,000,000

**East Bay Regional Communications System Authority**

**Notes to Basic Financial Statements**

**June 30, 2024**

---

Coverage Description	Deductible	Insurance Coverage
Public Official and Employee Errors and Omissions		5,000,000
Employment Practices Liability		5,000,000
Employee Dishonesty Coverage		1,000,000
Auto Bodily Injury		5,000,000
Auto Property Damage	1,000	5,000,000
Uninsured/Underinsured Motorists		Limits on File

The Authority has had no settled claims resulting from these risks that exceeded the Authority’s insurance coverage in any of the past three years.

**Note 6: Evaluation of Subsequent Events**

Management has evaluated subsequent events through November 1, 2024 the date the financial statements were available to be issued. No events require adjustment or disclosure in the financial statements.

**Note 7: Related-Party Transactions**

All members of the Authority participate on the Authority’s Board of Directors. Two members, the County of Alameda and the County of Contra Costa, provide communications support for radio programming to the Authority’s communications system.

The County of Alameda and the County of Contra Costa bill the Authority monthly for services performed. Accounts payable as of June 30, 2024, were comprised of the following:

<u>Vendor</u>	<u>Amount</u>
County of Contra Costa	\$ 94,608
County of Alameda	151,169
Other non-related parties	120,993
	<u>\$ 366,770</u>

Members are also the users of the Authority’s communications system and pay all operating revenues associated with the Authority’s operations, which totaled \$8,316,212 for the year ended June 30, 2024. Operating revenues are reported net of allowances of \$470,440. In addition, the Authority uses the County of Alameda Treasurer’s Pool for investment management as disclosed in Note 2 above.

The Authority bills members monthly operating and service payments for access to and use of the communications system. The County of Alameda Treasurer’s Pool posts interest income at the end of each quarter with interest credited to the Authority subsequent to each quarter-end.

**East Bay Regional Communications System Authority**  
**Notes to Basic Financial Statements**  
**June 30, 2024**

Related party receivables as of June 30, 2024, were comprised of the following:

Member	Amount
Accounts Receivable:	
Alameda County Bayshore Ambulance Company	\$ 1,080
AMR (Contra Costa)	1,112,160
ATF	146,880
Bay Medic Transportation	17,360
CA Dept of Corrections (CDCR)	478,280
California State University East Bay	47,400
City of Alameda	61,800
City of Antioch	396,780
City of Benicia	198,460
City of El Cerrito	218,264
City of Hayward	435,680
City of Hercules	66,540
City of Orinda	16,200
City of Pleasant Hill	48,600
City of Pleasanton	69,520
City of Richmond	263,880
City of Richmond Fire Department	73,080
City of San Ramon	68,040
City of Union City	600
Contra Costa Community College Police Department	30
City of Pinole	9,180
Contra Costa County Fire District	4,000
Department of Corrections - OCS	4,480
Eagle Ambulance	29,700
Falcon Critical Care Transportation	77,296
Federal Reserve Bank	27,000
Hayward Area Recreation and Park District	3,240
Lawrence Berkeley National Laboratory	9,552
Lawrence Livermore Lab	14,820
Livermore Pleasanton Fire Department	72,920
Norcal Ambulance	13,416
Oakland Housing Authority	25,920
Oakland International Airport	1,480
Oakland School Police Department	18,840
Oro Loma Sanitary District	108,452
Paramedics Plus	106,280
Port of Oakland	36,060
Sonoma County Ambulance c/o Life West	3,240
Town of Danville PBWKS	4,320
Town of Danville Police	73,020
U.S. Marshals Service	10,125
United Ambulance Service	40,084
Total Accounts Receivable	4,414,059
Less: Allowance for Doubtful Accounts	(3,800,174)
Net Accounts Receivable	613,885
Other receivables	122,443
Total Receivables	\$ 736,328

# East Bay Regional Communications System Authority

Dublin, California

*Auditor's Communication of  
Significant Deficiency*

*For the year ended June 30, 2024*





To the Board of Directors  
of the East Bay Regional Communications System Authority  
Dublin, California

To Management and Board of Directors of the East Bay Regional Communications System Authority:

In planning and performing our audit of the basic financial statements of East Bay Regional Communications System Authority (Authority) as of and for the year ended June 30, 2024, in accordance with auditing standards generally accepted in the United States of, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, significant deficiencies or material weaknesses may exist that have not been identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be *significant deficiencies*.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

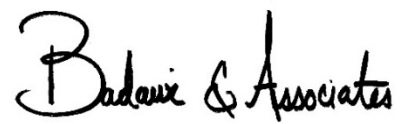
- *Reasonably possible*. The chance of the future event or events occurring is more than remote but less than likely.
- *Probable*. The future event or events are likely to occur.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and responses as item 2024-01 to be a significant deficiency:

None of the identified significant deficiencies are considered to be material weaknesses.

To the Board of Directors  
of the East Bay Regional Communications System Authority  
Dublin, California  
Page 2

The purpose of this communication, which is an integral part of our audit, is to describe for management and those charged with governance the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi & Associates, CPAs  
Berkeley, California  
November 1, 2024



**East Bay Regional Communications System Authority**  
**Schedule of Findings and Responses**  
**For the year ended June 30, 2024**

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**2024-01: Significant Deficiency in Internal Control over Financial Reporting - Inadequate documentation and authorization of changes to billing rates**

**Criteria:**

- All billing rate changes must be documented and approved by the appropriate authority in accordance with the Authority's policies and procedures.

**Condition:**

- A review of certain billing records identified instances where billing rates were modified without sufficient supporting documentation or approval.
- The lack of proper authorization and documentation hinders the ability to verify the accuracy and appropriateness of the changes.

**Potential Effect:**

- **Financial Risk:** Incorrect billing rates could lead to overcharging or undercharging, impacting revenue and profitability.
- **Compliance Risk:** Non-compliance with contractual agreements could result in penalties and legal liabilities.
- **Operational Risk:** Inefficient billing processes and lack of oversight increase the risk of errors and delays in billing cycles.

**Cause:**

- There was no process in place to ensure that billing rates changes were properly authorized and documented.

**Recommendation:**

1. **Implement a Formal Change Management Process:** Establish a clear and documented process for reviewing, approving, and implementing billing rate changes.
2. **Require Adequate Documentation:** Mandate that all billing rate changes be supported by detailed documentation, including justification, impact analysis, and approval signatures.
3. **Enhance Oversight and Monitoring:** Implement regular reviews of billing rates to ensure accuracy and compliance with established policies and procedures.
4. **Provide Training and Awareness:** Conduct training sessions for relevant personnel on the importance of proper documentation, authorization, and change management procedures.

**Views of Responsible Official(s):**

The Authority agrees with the recommendation to address the finding. For future billing rate changes, we will establish a written policy that explains how the Authority will implement billing rate changes. All future billing rate changes will follow the written policy. The Authority will seek Board direction to ensure consistent billing rates for members with rates that are lower than the established threshold.



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 4.5**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** David Swing, Executive Director  
East Bay Regional Communications System Authority

**SUBJECT:** Purchase of Replacement Batteries for Kregor Radio Site

**RECOMMENDATIONS:**

Approve the purchase of replacement batteries for the Kregor Radio site

**SUMMARY/DISCUSSION:**

Each radio site has batteries that back-up the radio system in the event of a power failure. The batteries provide redundant power to allow for the generator to start and begin generating power until the PG&E service is restored. During a recent power failure of the Kregor radio site, staff learned the batteries were in need of replacement. The cost to replace the batteries is \$31,690.40, which exceeds the \$25,000 purchasing authority of the Executive Director. Sufficient funds exist in the current Capital Fund budget for this purchase.

Article VIII, Section 8.1 of the Authority's By-laws allows for either the Operations or Finance Committees to make recommendations to the Board of Directors for the purchase of items in excess of \$25,000. It is anticipated the replacement batteries will last 15 years.

Attachment:

1. Invoice for replacement batteries

**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)**



# Purchase Order

Contra Costa County  
Public Works  
PURCHASING SERVICES  
40 Muir Road, 2nd Floor  
Martinez, CA 94553

<b>V E N D O R</b>	Alt ID #:14113
	American Power Systems, LLC
	1851 Central Place South
	Suite 206 Kent, WA 98030

PO Date: 11/07/2024	Purchase Order Number
Buyer: Tetteh, Victor	<b>P 031365</b>
Phone: 925-655-3104	ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.
FOB: F.O.B., Destination	
Terms: Net 30	

<b>S H I P T O</b>	Dept of Information Technology
	Office of the Administrator
	30 Douglas Dr
	Martinez, CA 94553-4068

<b>I N V O I C E</b>	Dept of Information Technology
	Office of the Administrator
	30 Douglas Dr
	Martinez, CA 94553-4068

Department		Requisition Number	Bid Number		Delivery Date
AD - Administrator's Office		AD-070-25-48589			
Item	Item Description	Quantity	Unit	Unit Price	Total
1	THIS PURCHASE ORDER IS FOR THE FOLLOWING AS PER THE ATTACHED QUOTE#69579 DATED 10/21/2024.  REPLACEMENT BATTERY RACK SYSTEM FOR KREGOR EBRCS LOCATION.  PART#M8702410029018AALV: GNB, 100G29 1400 AH 3W X 8H TOP TERMINATION.	1.00	EA	\$24,999.00	\$24,999.00
2	FREIGHT ESTIMATE.  Dept. Contact: Iva Johnson Ph# (925) 608-4062	1.00	LOT	\$2,127.00	\$2,127.00
				SUBTOTAL:	\$ 29,253.00
				DISCOUNT:	\$0.00
				TAX:	\$2,437.40
				<b>TOTAL:</b>	<b>\$31,690.40</b>

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This Purchase Order authorizes the delivery of the above products and services subject to Contra Costa County's standard Terms and Conditions. The County assumes the seller accepts the order and will make delivery as specified herein, unless notified to the contrary within 10 calendar days. Standard Terms and Conditions may be viewed at [www.cccounty.us](http://www.cccounty.us).

EN	ORGN	SUBO	TAS	OPT	ACT/WAP	Percent	Amount
01	4285	2276	-	-		100%	\$31,690.40

  
Purchaser Manager / Buyer



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 4.6**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** David Swing, Executive Director  
East Bay Regional Communications System Authority

**SUBJECT:** Accounts Receivable Summary

**RECOMMENDATIONS:**

Receive the Summary of the Accounts Receivable Aging

**SUMMARY/DISCUSSION:**

Newly adopted Board policy requires the presentation of the Accounts Receivable (A/R) Aging to the Board of Directors by December of each year. This report provides a summary of the current A/R Aging.

As of November 27, 2024, the total current year outstanding balance (shown in the 91–180-day column) is approximately \$1,556,720 and the total of the prior years (shown in the greater than 400 days column) is approximately \$1,690,350. The combined total is \$3,251,302. Attachment 1 contains the A/R Aging detail.

Staff is working with Information Technology to apply the 10% penalty in the invoicing system for unpaid balances for the current year. Additionally, unpaid invoices for the current fiscal year will be sent to collections in January, 2025 and unpaid invoices for the prior years will be sent to collections in January, 2026. Prior to being sent to collections, staff will send a second letter, with signature required, informing the member of the Authority's intention.

Attachment

1. Accounts Receivable Aging Detail

**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)**

**East Bay Regional Communications System**  
**AR Aging Summary**  
As of November 27, 2024

3:46 PM

11/27/2024

	<b>1 - 90</b>	<b>91 - 180</b>	<b>&gt; 400</b>	<b>TOTAL</b>
Alameda County Bayshore Ambulance Company	-	-	1,080.00	1,080.00
AMR (Alameda County Sutter)	-	55,200.00	-	55,200.00
AMR (Contra Costa)	-	165,600.00	-	165,600.00
ATF	-	-	68,580.00	68,580.00
CA Dept of Corrections (CDCR)	-	1,104.00	437,480.00	438,584.00
California State University East Bay	-	15,024.00	47,400.00	62,424.00
City of Berkeley	-	410,136.00	-	410,136.00
City of El Cerrito	-	-	218,264.00	218,264.00
City of Fremont	-	324,384.00	-	324,384.00
City of Hayward	-	-	435,680.00	435,680.00
City of Hercules	-	-	66,540.00	66,540.00
City of Livermore	-	124,992.00	-	124,992.00
City of Newark	-	99,360.00	-	99,360.00
City of Pleasant Hill	-	(1,000.00)	-	(1,000.00)
City of Pleasanton	-	78,492.00	2,200.00	80,692.00
City of Richmond	-	19,716.00	-	19,716.00
City of Richmond Fire Department	-	75,516.00	73,080.00	148,596.00
City of Union City	-	-	600.00	600.00
CoCo Commun. Collge. Dist. Police Dept.	-	-	30.00	30.00
Contra Costa County Fire District	-	-	4,000.00	4,000.00
Dept of Corrections- OCS	-	-	4,480.00	4,480.00
Eagle Ambulance	-	-	29,700.00	29,700.00
Falcon Critical Care Transportation	-	(36,720.00)	65,416.00	28,696.00
Federal Reserve Bank	-	27,600.00	27,000.00	54,600.00
Lawrence Berkeley National Laboratory	-	3,240.00	9,552.00	12,792.00
Lawrence Livermore Lab	-	7,176.00	14,820.00	21,996.00
Livermore Pleasanton Fire Department	-	-	13,700.00	13,700.00
Medic Ambulance	-	25,392.00	-	25,392.00
Norcal Ambulance	-	-	13,416.00	13,416.00
Oakland Housing Authority	-	27,528.00	-	27,528.00
Oakland International Airport	-	1,104.00	1,480.00	2,584.00
Oro Loma Sanitary District	-	-	108,452.00	108,452.00
Port of Oakland	-	10,488.00	36,060.00	46,548.00
San Ramon Valley Fire Protection Dist.	-	120,156.00	-	120,156.00
Sonoma County Ambulance c/o Life West	-	-	3,240.00	3,240.00
Town of Danville PBWKS	-	2,232.00	-	2,232.00
U.S. Marshals Service	4,232.00	-	8,100.00	12,332.00
<b>TOTAL</b>	<b>4,232.00</b>	<b>1,556,720.00</b>	<b>1,690,350.00</b>	<b>3,251,302.00</b>



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 7.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** David Swing, Executive Director  
East Bay Regional Communications System Authority

**SUBJECT:** Consider Adoption of a Resolution Authorizing the Executive Director to Implement a Policy to Establish a Minimum Fund Balance for the Operating Fund and Capital Fund

**RECOMMENDATION:**

Consider Adoption of a Resolution Authorizing the Executive Director to Implement a Policy to Establish a Minimum Fund Balance for the Operating Fund and Capital Fund.

**SUMMARY/DISCUSSION:**

The East Bay Regional Communications System Authority (Authority) has an Operating Fund and a Capital Fund for the fiscal management of the organization. The purpose of the Operating Fund is to pay for operational expenses that include personnel, system maintenance and consumable items. Current Authority policy requires a minimum reserve Operating Fund balance of 50% of the operating expenditures.

The adopted FY2024-2025 operating budget is \$4,777,000 requiring an ending fund balance of \$2,571,500 to meet the 50% policy limit. The Authority provides a specific service where the primary revenue source is from local government and special districts which lowers the risk of reduced revenue. Lowering the fund balance policy to 25% will increase the Capital Fund balance by approximately \$1,285,000 through a one-time transfer of funds.

**Alameda County Office of Homeland Security and Emergency Services  
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Similarly, the purpose of the Capital Fund is to pay for tangible items that have a useful life greater than one year. Presently, there is no set policy for the fund balance of the Capital Fund. Staff is seeking a policy limit to plan for future rate increases to fund the Capital Instructure Replacement plan. The current Capital Fund balance is approximately \$12,000,000. Staff recommends a fund balance minimum of \$5,000,000. Staff has formed this recommendation on the ability to fund the replacement of two radio sites should a radio site experience a catastrophic failure.

The content of Table 1 was drawn from the Cash Flow Projections prepared by the Alameda County’s Auditor’s Office. The change in reserve fund balance policy to 25% is seen in FY2025/26 where the ending fund balance is \$1,148,180 lower than the previous year.

**Table 1 Fund Balance Illustration**

	<b>FY 2023/24</b>	<b>FY 2024/25</b>	<b>FY 2025/26</b>	<b>FY 2026/27</b>
<b>Operating Reserve</b>				
Beginning Balance	1,998,000	1,924,000	2,388,500	1,240,320
Member Payments	7,521,000	12,064,360	8,517,960	8,971,560
Expenses	(3,848,000)	(4,777,000)	(4,961,280)	(5,177,093)
Transfer to Capital	(3,747,000)	(6,822,860)	(4,704,860)	(3,740,514)
<b>Ending Balance</b>	<b>1,924,000</b>	<b>2,388,500</b>	<b>1,240,320</b>	<b>1,294,273</b>
<b>Capital Reserve</b>				
Beginning Balance	11,087,000	12,096,000	13,199,860	14,089,209
Transfer In	4,777,000	7,684,860	5,566,860	4,602,514
Capital Expense	(3,768,000)	(6,581,000)	(4,677,511)	(4,168,386)
<b>Ending Balance</b>	<b>12,096,000</b>	<b>13,199,860</b>	<b>14,089,209</b>	<b>14,523,337</b>

**COMMITTEE RECOMMENDATION:**

At the November 22, 2024 meeting, the Finance Committee recommended a policy that lowers the minimum Operating Reserve Fund balance from 50% to 25% of the annual operating expenses and set the minimum Capital Reserve Fund to \$5,000,000. The Finance Committee also requested specific language that should either fund fall below the prescribed minimums the Executive Director shall provide a plan at the next Board of Directors meeting to return the fund to the prescribed policy amounts within two years.





**East Bay Regional  
Communications  
System Authority**



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**RECOMMENDED ACTION:**

Consider adoption of a resolution authorizing the Executive Director to implement a policy to establish minimum fund balances for the Operating Fund and Capital Fund.

Attachments:

1. Operating and Capital Fund Balance Policy
2. Resolution

## EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

<b>POLICIES AND PROCEDURES</b>	NUMBER 24/03	Page 1 of 1
	REVISION N/A	SUPERCEDES N/A
<b>SUBJECT: OPERATING AND CAPITAL RESERVE</b>	APPROVED BY Board of Directors	EFFECTIVE DATE 12/06/24

PURPOSE

The East Bay Regional Communications System Authority (“EBRCSA”) fiscal policies serve as the policy framework to provide guidance concerning fiscal matters.

POLICY

The EBRCSA’s Reserve Policy documents the EBRCSA’s approach to provide fiscal sustainability while considering user fees. The policy is intended to:

- Identify EBRCSA operations and functions for the use of reserve funds
- Establish minimum reserve levels;
- Establish criteria for the use of reserves and process to replenish reserves.

PROCEDURE

## Operating Reserves:

- The Authority will maintain an Operating Reserve equal to 25 (twenty-five) percent of the Authority’s annual operating expenses;
- Each year’s operating budget will ensure the minimum Operating Reserve level complies with this policy;
- The Auditor’s Office will transfer any payments received in excess during the annual budget adoption process to the Capital Reserve.

## Capital Reserves:

- The Authority will create and maintain a Capital Reserve to fund future capital expenditures.
- Capital Reserve funds may be used for projects or equipment that is greater than \$5,000 and have a service life greater than one year.
- The Authority will maintain a minimum Capital Reserve balance of 5 (five) million dollars

Should the Operating or Capital Reserve Fund balances drop below the prescribed threshold, the Executive Director shall notify the Board of Directors at the next Board of Directors meeting and present a plan to return the fund to its prescribed limit within two years.

**RESOLUTION NO. 24-xx**

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

\*\*\*\*\*

**AUTHORIZING THE BOARD CHAIR TO EXECUTE AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT THE OPERATING AND CAPITAL FUND BALANCE  
POLICY**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serves Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, the EBRCSA uses policies to guide its management and operations; and

**WHEREAS**, the EBRCSA has an increased need for a policy to provide guidance on minimum balances of 25% of expenses for the Operating Fund and \$5,000,000 for the Capital Fund; and

**WHEREAS**, the policy requires the Executive Director to present a plan to restore the fund balance if it drops below the policy minimums; and

**WHEREAS**, staff has developed the proposed policy; and

**WHEREAS**, the Finance Committee recommends a policy in this content area.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it adopts the Fund Balance policy (24-03) and authorizes the Executive Director to implement the policy aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 6th day of December 2024 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, 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, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

**AGENDA ITEM NO. 7.2**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** David Swing, Executive Director  
East Bay Regional Communications System Authority

**SUBJECT:** Consider Adoption of a Resolution Authorizing the Executive Director to Revise the Annual Bill for Services Policy to Require Board of Directors' Approval for any Deviation in Pricing

**RECOMMENDATIONS:**

Consider Adoption of a Resolution Authorizing the Executive Director to Revise the Annual Bill for Services Policy to Require Board of Directors' Approval for any Deviation in Pricing

**SUMMARY/DISCUSSION:**

During the annual audit of the EBRCSA, the auditor found a discrepancy in the pricing of a member agency. Further research revealed a letter of agreement authored by the Executive Director between the member agency and the Authority. The letter of agreement provided for a reduced rate of Operating Payments and Service Payments. As a result, the member agency paid \$3 less in Operating Payments for the current year and prior years. The value of the discount for the current year is \$113,940. There is no record of the Board of Directors authorizing the reduction of price.

At their November 22, 2024 meeting, the Finance Committee voted to recommend a policy to the Board of Directors to require Board of Directors approval for any deviation in pricing. Staff accomplished this direction by adding to the existing Annual Bill for Service Policy. Adopting the revised policy will generate a minimum of \$113,940 in additional recurring revenue. Staff recommends updating the Annual Bill for Services policy to reinforce that any deviation to the

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Communications  
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standard bill rate requires approval of the Board of Directors and that the updated policy take effect when members are invoiced for FY 2025/2026

**RECOMMENDED ACTION:**

Consider adoption of a resolution authorizing the Executive Director to revise the Annual Bill for Services Policy to require Board of Directors' approval for any deviation in pricing.

Attachments:

1. Updated Annual Bill for Service Policy
2. Resolution

## EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

<b>POLICIES AND PROCEDURES</b>	NUMBER: 24-04	Page 1 of 1
	REVISION 12/06/24	SUPERCEDES 10/03/2015 09/13/2024
<b>SUBJECT: ANNUAL BILL FOR SERVICES</b>	APPROVED BY EBRCSA Board of Directors	EFFECTIVE DATE  09/13/2024

PURPOSE

To establish a policy for annual billing of the services provided by East Bay Regional Communications System Authority (“EBRCSA”).

POLICY

The EBRCSA shall invoice annually for the cost of operating the system based on the number of mobile and portable radios.

PROCEDURE

## Billing for Annual Operating and Debt Payments

- 1) Members are responsible for ensuring that the EBRCSA Executive Director is aware of any radios added or deleted from the system.
  - The Executive Director will utilize biannual reports that will determine if the number of mobile and portable radios each agency is operating on the system has increased;
  - The Auditor will be provided the information which will be used in the preparation of the annual bill
  
- 2) The Authority will bill each member agency for its respective operating and debt payment by July 1 of each year.
  - The bill will be issued to the attention of each member agency's designee;
  - Members will have 30 days from the receipt of the bill to challenge the bill as to the number of mobiles or portables which they are being billed for;
  - Fees are due and payable on receipt with a two-month grace period;
  - All unpaid accounts as of September 1, of the year which the bill was issued, will be billed a 10 (ten) percent late fee.
  
- 3) Rates for Operating and Service Payments are set by the Board of Directors. Any deviation from the standard pricing requires approval of the Board of Directors.

**RESOLUTION NO. 24-xx**

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

\*\*\*\*\*

**AUTHORIZING THE BOARD CHAIR TO EXECUTE AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT THE REVISED ANNUAL BILL FOR SERVICES  
POLICY**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serves Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, the EBRCSA uses policies to guide its management and operations; and

**WHEREAS**, the EBRCSA has an increased need for a policy to provide guidance on consistent pricing for all users of the EBRCSA system; and

**WHEREAS**, the policy expressly requires the approval of the Board of Directors by resolution any pricing methodology that deviates from that set by resolution; and

**WHEREAS**, staff has revised the proposed policy; and

**WHEREAS**, the Finance Committee recommends a policy to ensure consistent billing.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it adopts the revised Annual Bill for Services Policy (24-04) and authorizes the Executive Director to implement the policy aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 6th day of December 2024 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, Secretary



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 7.3**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** David Swing, Executive Director  
East Bay Regional Communications System Authority

**SUBJECT:** Consider Adoption of a Resolution Authorizing the Executive Director to Implement Proposed Subscriber Rate Increases

**RECOMMENDATIONS:**

Consider Adoption of a Resolution Authorizing the Executive Director to Implement Proposed Subscriber Rate Increases

**SUMMARY/DISCUSSION:**

At the November 8, 2024 workshop, the Board of Directors received a report on the Capital Infrastructure Replacement Program (CIP). The EBRCSA engaged the services of CSI Telecommunications to complete an inventory of equipment that is not covered by an existing service agreement. Through this inventory and planned Motorola upgrades it is estimated the EBRCSA will need to invest \$67,000,000 in equipment replacement during the next 15 years. \$64,000,000 of the CIP is to replace technical radio equipment that includes dispatch consoles and radio repeaters. \$3,000,000 is for the replacement of non-technical equipment, to include generators, batteries and power systems.

The Executive Director presented three funding scenarios that included rate increases of different amounts and duration. General consensus was reached on Scenario One with a request to evaluate scenarios where those members making service payments have their increases deferred until the Service Payments cease.

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The Auditor’s Office provided three additional scenarios, which are attached to this report. The analysis shows that the Capital Fund balance remains above \$5,000,000 in all scenarios.

Table 1 illustrates a rate increase scenario for those Members with and without Service Payments. In the illustration Member Agency A pays only Operating Payments and Member Agency B pays Operating and Service Payments. Agency A’s Operating Payments are more in the first two years than Agency B and Agency B’s Operating Payments are more, in the following two years, when Service Payments expire in FY 2028. At the end of the forecast period in FY 2031 Member Agency A and Member Agency B have paid the same amount in Operating Payments.

**Table 1 – Scenario One (B)**

<b>Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
<b>Rate</b>	<b>31</b>	<b>34</b>	<b>37</b>	<b>40</b>	<b>43</b>	<b>46</b>	<b>46</b>	
	Current	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	<b>Total</b>
<b>Agency A</b>	\$37,200	\$40,800	\$44,400	\$48,000	\$51,600	\$55,200	\$55,200	<b>\$332,400</b>
<b>Rate</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>46</b>	<b>46</b>	<b>46</b>	<b>46</b>	
<b>Agency B</b>	\$37,200	\$37,200	\$37,200	\$55,200	\$55,200	\$55,200	\$55,200	<b>\$332,400</b>

**COMMITTEE RECOMMENDATION:**

At their November 22, 2024 meeting, the Finance Committee voted to recommend Scenario One (B) to the Board of Directors.

**RECOMMENDED ACTION:**

Consider adoption of a resolution authorizing the Executive Director to implement proposed subscriber rate increases aligned with Scenario One (B).

Attachments:

1. Funding Scenarios
2. Resolution

**Scenario One:**

- Across the board \$3.00 per unit per month increase for five years
- Results in Operating Payments of \$46 per unit per month
- Ending Capital Fund balance of \$6m in FY2038/39

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**  
**15 YEAR CASH FLOW PROJECTION WITH \$3 INCREASES FOR FIRST FIVE YEARS**

Operating Payment Rate	30	31	34	37	40	43	46	46	46	46	46	46	46	46	46	
	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>FY 2029-30</b>	<b>FY 2030-31</b>	<b>FY 2031-32</b>	<b>FY 2032-33</b>	<b>FY 2033-34</b>	<b>FY 2034-35</b>	<b>FY 2035-36</b>	<b>FY 2036-37</b>	<b>FY 2037-38</b>	<b>FY 2038-39</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>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>	<b>Forecast</b>
<b>Operating Reserve</b>																
Balance - beginning	1,998,000	1,924,000	2,388,500	1,240,320	1,294,273	1,340,404	1,393,511	1,447,099	1,493,998	1,547,026	1,606,424	1,659,521	1,718,809	1,784,530	1,844,187	1,910,281
Receipts from members	7,521,000	12,064,360	8,517,960	8,971,560	10,332,360	11,088,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360
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)	(6,638,082)	(6,875,236)	(7,138,12 <sup>1</sup> )	(7,376,748)	(7,641,123)	(7,932,253)
Transfer to Capital Reserve	(3,747,000)	(6,822,860)	(4,704,860)	(3,740,514)	(4,924,613)	(5,461,212)	(6,002,377)	(5,821,470)	(5,603,228)	(5,359,267)	(5,153,181)	(4,909,836)	(4,640,517)	(4,407,955)	(4,137,143)	(3,839,324)
<b>Balance - ending</b>	<b>1,924,000</b>	<b>2,388,500</b>	<b>1,240,320</b>	<b>1,294,273</b>	<b>1,340,404</b>	<b>1,393,511</b>	<b>1,447,099</b>	<b>1,493,998</b>	<b>1,547,026</b>	<b>1,606,424</b>	<b>1,659,521</b>	<b>1,718,809</b>	<b>1,784,530</b>	<b>1,844,187</b>	<b>1,910,281</b>	<b>1,983,063</b>
<b>Debt Service Reserve</b>																
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)	-	-	-	-	-	-	-	-	-	-	-
<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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Reserve</b>																
Balance - beginning	11,087,000	12,096,000	13,199,860	14,089,209	14,523,337	16,215,476	19,276,650	24,944,026	23,715,696	22,269,124	20,566,591	18,657,972	16,506,007	14,248,724	11,758,880	8,998,223
Transfer In	4,777,000	7,684,860	5,566,860	4,602,514	5,924,613	5,461,212	6,002,377	5,821,470	5,603,228	5,359,267	5,153,181	4,909,836	4,640,517	4,407,955	4,137,143	3,839,324
Capital	(3,768,000)	(6,581,000)	(4,677,511)	(4,168,386)	(4,232,474)	(2,400,038)	(335,000)	(7,049,800)	(7,049,800)	(7,061,800)	(7,061,800)	(7,061,800)	(6,897,800)	(6,897,800)	(6,897,800)	(6,897,800)
<b>Balance - ending</b>	<b>12,096,000</b>	<b>13,199,860</b>	<b>14,089,209</b>	<b>14,523,337</b>	<b>16,215,476</b>	<b>19,276,650</b>	<b>24,944,026</b>	<b>23,715,696</b>	<b>22,269,124</b>	<b>20,566,591</b>	<b>18,657,972</b>	<b>16,506,007</b>	<b>14,248,724</b>	<b>11,758,880</b>	<b>8,998,223</b>	<b>5,939,747</b>
<b>TOTAL RESERVE BALANCE</b>	<b>15,020,000</b>	<b>16,588,360</b>	<b>16,329,529</b>	<b>16,817,610</b>	<b>17,555,880</b>	<b>20,670,160</b>	<b>26,391,125</b>	<b>25,209,694</b>	<b>23,816,150</b>	<b>22,173,015</b>	<b>20,317,492</b>	<b>18,224,816</b>	<b>16,033,255</b>	<b>13,603,067</b>	<b>10,908,504</b>	<b>7,922,811</b>

**Scenario One (B):**

- Across the board \$3.00 per unit per month increase for five years
- Results in Operating Payments of \$46 per unit per month
- Ending Capital Fund balance of \$6.8m in FY2038/39
- Shows Agencies with Service Payments deferred until 2027/28

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY  
15 YEAR CASH FLOW PROJECTION WITH \$3 INCREASES FOR FIRST FIVE YEARS**

Operating Payment Rate	30	31	34	37	40	43	46	46	46	46	46	46	46	46	46	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	FY 2033-34 Forecast	FY 2034-35 Forecast	FY 2035-36 Forecast	FY 2036-37 Forecast	FY 2037-38 Forecast	FY 2038-39 Forecast
<b>Operating Reserve</b>																
Balance - beginning	1,998,000	1,924,000	2,388,500	1,240,320	1,294,273	1,340,404	1,393,511	1,447,099	1,493,998	1,547,026	1,606,424	1,659,521	1,718,809	1,784,530	1,844,187	1,910,281
Receipts from members	7,521,000	12,064,360	8,517,960	8,971,560	10,937,160	11,390,760	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360	11,844,360
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)	(6,638,082)	(6,875,236)	(7,138,121)	(7,376,748)	(7,641,123)	(7,932,253)
Transfer to Capital Reserve	(3,747,000)	(6,822,860)	(4,704,860)	(3,740,514)	(5,529,413)	(5,763,612)	(6,002,377)	(5,821,470)	(5,603,228)	(5,359,267)	(5,153,181)	(4,909,836)	(4,640,517)	(4,407,955)	(4,137,143)	(3,839,324)
<b>Balance - ending</b>	<b>1,924,000</b>	<b>2,388,500</b>	<b>1,240,320</b>	<b>1,294,273</b>	<b>1,340,404</b>	<b>1,393,511</b>	<b>1,447,099</b>	<b>1,493,998</b>	<b>1,547,026</b>	<b>1,606,424</b>	<b>1,659,521</b>	<b>1,718,809</b>	<b>1,784,530</b>	<b>1,844,187</b>	<b>1,910,281</b>	<b>1,983,063</b>
<b>Debt Service Reserve</b>																
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)	-	-	-	-	-	-	-	-	-	-	-
<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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Reserve</b>																
Balance - beginning	11,087,000	12,096,000	13,199,860	14,089,209	14,523,337	16,820,276	20,183,850	25,851,226	24,622,896	23,176,324	21,473,791	19,565,172	17,413,207	15,155,924	12,666,080	9,905,423
Transfer In	4,777,000	7,684,860	5,566,860	4,602,514	6,529,413	5,763,612	6,002,377	5,821,470	5,603,228	5,359,267	5,153,181	4,909,836	4,640,517	4,407,955	4,137,143	3,839,324
Capital	(3,768,000)	(6,581,000)	(4,677,511)	(4,168,386)	(4,232,474)	(2,400,038)	(335,000)	(7,049,800)	(7,049,800)	(7,061,800)	(7,061,800)	(7,061,800)	(6,897,800)	(6,897,800)	(6,897,800)	(6,897,800)
<b>Balance - ending</b>	<b>12,096,000</b>	<b>13,199,860</b>	<b>14,089,209</b>	<b>14,523,337</b>	<b>16,820,276</b>	<b>20,183,850</b>	<b>25,851,226</b>	<b>24,622,896</b>	<b>23,176,324</b>	<b>21,473,791</b>	<b>19,565,172</b>	<b>17,413,207</b>	<b>15,155,924</b>	<b>12,666,080</b>	<b>9,905,423</b>	<b>6,846,947</b>
<b>TOTAL RESERVE BALANCE</b>	<b>15,020,000</b>	<b>16,588,360</b>	<b>16,329,529</b>	<b>16,817,610</b>	<b>18,160,680</b>	<b>21,577,360</b>	<b>27,298,325</b>	<b>26,116,894</b>	<b>24,723,350</b>	<b>23,080,215</b>	<b>21,224,692</b>	<b>19,132,016</b>	<b>16,940,455</b>	<b>14,510,267</b>	<b>11,815,704</b>	<b>8,830,011</b>

**Scenario Two:**

- One dollar per unit per month in FY2025/26, two dollars starting in 2026/27 capping at \$50 in FY2034/35
- Ending Capital fund balance of \$5m
- Capital fund balance of \$10m requires rates to rise to \$58/month

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**  
**15 YEAR CASH FLOW PROJECTION WITH \$2 INCREASES**

Operating Payment Rate	30	31	32	34	36	38	40	42	44	46	48	50	50	50	50	50
<b>Operating Reserve</b>	<b>FY 2023-24 Projected</b>	<b>FY 2024-25 Budget</b>	<b>FY 2025-26 Forecast</b>	<b>FY 2026-27 Forecast</b>	<b>FY 2027-28 Forecast</b>	<b>FY 2028-29 Forecast</b>	<b>FY 2029-30 Forecast</b>	<b>FY 2030-31 Forecast</b>	<b>FY 2031-32 Forecast</b>	<b>FY 2032-33 Forecast</b>	<b>FY 2033-34 Forecast</b>	<b>FY 2034-35 Forecast</b>	<b>FY 2035-36 Forecast</b>	<b>FY 2036-37 Forecast</b>	<b>FY 2037-38 Forecast</b>	<b>FY 2038-39 Forecast</b>
Balance - beginning	1,998,000	1,924,000	2,388,500	1,240,320	1,294,273	1,340,404	1,393,511	1,447,099	1,493,998	1,547,026	1,606,424	1,659,521	1,718,809	1,784,530	1,844,187	1,910,281
Receipts from members	7,521,000	12,064,360	8,013,960	8,215,560	9,324,360	9,828,360	10,332,360	10,836,360	11,340,360	11,844,360	12,348,360	12,852,360	12,852,360	12,852,360	12,852,360	12,852,360
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)	(6,638,082)	(6,875,236)	(7,138,121)	(7,376,748)	(7,641,123)	(7,932,253)
Transfer to Capital Reserve	(3,747,000)	(6,822,860)	(4,200,860)	(2,984,514)	(3,916,613)	(4,201,212)	(4,490,377)	(4,813,470)	(5,099,228)	(5,359,267)	(5,657,181)	(5,917,836)	(5,648,517)	(5,415,955)	(5,145,143)	(4,847,324)
<b>Balance - ending</b>	<b>1,924,000</b>	<b>2,388,500</b>	<b>1,240,320</b>	<b>1,294,273</b>	<b>1,340,404</b>	<b>1,393,511</b>	<b>1,447,099</b>	<b>1,493,998</b>	<b>1,547,026</b>	<b>1,606,424</b>	<b>1,659,521</b>	<b>1,718,809</b>	<b>1,784,530</b>	<b>1,844,187</b>	<b>1,910,281</b>	<b>1,983,063</b>
<b>Debt Service Reserve</b>																
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)	-	-	-	-	-	-	-	-	-	-	-
<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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Reserve</b>																
Balance - beginning	11,087,000	12,096,000	13,199,860	13,585,209	13,263,337	13,947,476	15,748,650	19,904,026	17,667,696	15,717,124	14,014,591	12,609,972	11,466,007	10,216,724	8,734,880	6,982,223
Transfer In	4,777,000	7,684,860	5,062,860	3,846,514	4,916,613	4,201,212	4,490,377	4,813,470	5,099,228	5,359,267	5,657,181	5,917,836	5,648,517	5,415,955	5,145,143	4,847,324
Capital	(3,768,000)	(6,581,000)	(4,677,511)	(4,168,386)	(4,232,474)	(2,400,038)	(335,000)	(7,049,800)	(7,049,800)	(7,061,800)	(7,061,800)	(7,061,800)	(6,897,800)	(6,897,800)	(6,897,800)	(6,897,800)
<b>Balance - ending</b>	<b>12,096,000</b>	<b>13,199,860</b>	<b>13,585,209</b>	<b>13,263,337</b>	<b>13,947,476</b>	<b>15,748,650</b>	<b>19,904,026</b>	<b>17,667,696</b>	<b>15,717,124</b>	<b>14,014,591</b>	<b>12,609,972</b>	<b>11,466,007</b>	<b>10,216,724</b>	<b>8,734,880</b>	<b>6,982,223</b>	<b>4,931,747</b>
<b>TOTAL RESERVE BALANCE</b>	<b>15,020,000</b>	<b>16,588,360</b>	<b>15,825,529</b>	<b>15,557,610</b>	<b>15,287,880</b>	<b>17,142,160</b>	<b>21,351,125</b>	<b>19,161,694</b>	<b>17,264,150</b>	<b>15,621,015</b>	<b>14,269,492</b>	<b>13,184,816</b>	<b>12,001,255</b>	<b>10,579,067</b>	<b>8,892,504</b>	<b>6,914,811</b>

**Scenario Two (B)**

- One dollar per unit per month in FY2025/26, two dollars starting in 2026/27 capping at \$58 in FY2038/39
- Capital fund balance of \$5.4m in FY2038/39
- Agencies with Service Payments are deferred until FY2027/28

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY  
15 YEAR CASH FLOW PROJECTION WITH \$2 INCREASES**

Operating Payment Rate	30	31	32	34	36	38	40	42	44	46	48	48	48	48	48	48
<b>Operating Reserve</b>	<b>FY 2023-24 Projected</b>	<b>FY 2024-25 Budget</b>	<b>FY 2025-26 Forecast</b>	<b>FY 2026-27 Forecast</b>	<b>FY 2027-28 Forecast</b>	<b>FY 2028-29 Forecast</b>	<b>FY 2029-30 Forecast</b>	<b>FY 2030-31 Forecast</b>	<b>FY 2031-32 Forecast</b>	<b>FY 2032-33 Forecast</b>	<b>FY 2033-34 Forecast</b>	<b>FY 2034-35 Forecast</b>	<b>FY 2035-36 Forecast</b>	<b>FY 2036-37 Forecast</b>	<b>FY 2037-38 Forecast</b>	<b>FY 2038-39 Forecast</b>
Balance - beginning	1,998,000	1,924,000	2,388,500	1,240,320	1,294,273	1,340,404	1,393,511	1,447,099	1,493,998	1,547,026	1,606,424	1,659,521	1,718,809	1,784,530	1,844,187	1,910,281
Receipts from members	7,521,000	12,064,360	8,013,960	8,215,560	10,332,360	10,634,760	10,937,160	11,239,560	11,541,960	11,844,360	12,348,360	12,348,360	12,348,360	12,348,360	12,348,360	12,348,360
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)	(6,638,082)	(6,875,236)	(7,138,121)	(7,376,748)	(7,641,123)	(7,932,253)
Transfer to Capital Reserve	(3,747,000)	(6,822,860)	(4,200,860)	(2,984,514)	(4,924,613)	(5,007,612)	(5,095,177)	(5,216,670)	(5,300,828)	(5,359,267)	(5,657,181)	(5,413,836)	(5,144,517)	(4,911,955)	(4,641,143)	(4,343,324)
<b>Balance - ending</b>	<b>1,924,000</b>	<b>2,388,500</b>	<b>1,240,320</b>	<b>1,294,273</b>	<b>1,340,404</b>	<b>1,393,511</b>	<b>1,447,099</b>	<b>1,493,998</b>	<b>1,547,026</b>	<b>1,606,424</b>	<b>1,659,521</b>	<b>1,718,809</b>	<b>1,784,530</b>	<b>1,844,187</b>	<b>1,910,281</b>	<b>1,983,063</b>
<b>Debt Service Reserve</b>																
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)	-	-	-	-	-	-	-	-	-	-	-
<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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Reserve</b>																
Balance - beginning	11,087,000	12,096,000	13,199,860	13,585,209	13,263,337	14,955,476	17,563,050	22,323,226	20,490,096	18,741,124	17,038,591	15,633,972	13,986,007	12,232,724	10,246,880	7,990,223
Transfer in	4,777,000	7,684,860	5,062,860	3,846,514	5,924,613	5,007,612	5,095,177	5,216,670	5,300,828	5,359,267	5,657,181	5,413,836	5,144,517	4,911,955	4,641,143	4,343,324
Capital	(3,768,000)	(6,581,000)	(4,677,511)	(4,168,386)	(4,232,474)	(2,400,038)	(335,000)	(7,049,800)	(7,049,800)	(7,061,800)	(7,061,800)	(7,061,800)	(6,897,800)	(6,897,800)	(6,897,800)	(6,897,800)
<b>Balance - ending</b>	<b>12,096,000</b>	<b>13,199,860</b>	<b>13,585,209</b>	<b>13,263,337</b>	<b>14,955,476</b>	<b>17,563,050</b>	<b>22,323,226</b>	<b>20,490,096</b>	<b>18,741,124</b>	<b>17,038,591</b>	<b>15,633,972</b>	<b>13,986,007</b>	<b>12,232,724</b>	<b>10,246,880</b>	<b>7,990,223</b>	<b>5,435,747</b>
<b>TOTAL RESERVE BALANCE</b>	<b>15,020,000</b>	<b>16,588,360</b>	<b>15,825,529</b>	<b>15,557,610</b>	<b>16,295,880</b>	<b>18,956,560</b>	<b>23,770,325</b>	<b>21,984,094</b>	<b>20,288,150</b>	<b>18,645,015</b>	<b>17,293,492</b>	<b>15,704,816</b>	<b>14,017,255</b>	<b>12,091,067</b>	<b>9,900,504</b>	<b>7,418,811</b>

**Scenario Three:**

- Annual one dollar per unit per month until FY2029/30 then two dollars per unit per month until FY2034/35 then four dollars capping at \$60 in FY2037/38
- Ending Capital fund balance of \$5m

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

**15 YEAR CASH FLOW PROJECTION WITH \$1 INCREASES FOR THE FIRST FIVE YEARS, \$2 INCREASES FOR THE NEXT FOUR YEARS, \$4 INCREASES SUBSEQUENTLY**

Operating Payment Rate	30	31	32	33	34	35	36	38	40	42	44	48	52	56	60	60
	<b>FY 2023-24 Projected</b>	<b>FY 2024-25 Budget</b>	<b>FY 2025-26 Forecast</b>	<b>FY 2026-27 Forecast</b>	<b>FY 2027-28 Forecast</b>	<b>FY 2028-29 Forecast</b>	<b>FY 2029-30 Forecast</b>	<b>FY 2030-31 Forecast</b>	<b>FY 2031-32 Forecast</b>	<b>FY 2032-33 Forecast</b>	<b>FY 2033-34 Forecast</b>	<b>FY 2034-35 Forecast</b>	<b>FY 2035-36 Forecast</b>	<b>FY 2036-37 Forecast</b>	<b>FY 2037-38 Forecast</b>	<b>FY 2038-39 Forecast</b>
<b>Operating Reserve</b>																
Balance - beginning	1,998,000	1,924,000	2,388,500	1,240,320	1,294,273	1,340,404	1,393,511	1,447,099	1,493,998	1,547,026	1,606,424	1,659,521	1,718,809	1,784,530	1,844,187	1,910,281
Receipts from members	7,521,000	12,064,360	8,013,960	7,963,560	8,820,360	9,072,360	9,324,360	9,828,360	10,332,360	10,836,360	11,340,360	12,348,360	13,356,360	14,364,360	15,372,360	15,372,360
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)	(6,638,082)	(6,875,236)	(7,138,121)	(7,376,748)	(7,641,123)	(7,932,253)
Transfer to Capital Reserve	(3,747,000)	(6,822,860)	(4,200,860)	(2,732,514)	(3,412,613)	(3,445,212)	(3,482,377)	(3,805,470)	(4,091,228)	(4,351,267)	(4,649,181)	(5,413,836)	(6,152,517)	(6,927,955)	(7,665,143)	(7,367,324)
<b>Balance - ending</b>	<b>1,924,000</b>	<b>2,388,500</b>	<b>1,240,320</b>	<b>1,294,273</b>	<b>1,340,404</b>	<b>1,393,511</b>	<b>1,447,099</b>	<b>1,493,998</b>	<b>1,547,026</b>	<b>1,606,424</b>	<b>1,659,521</b>	<b>1,718,809</b>	<b>1,784,530</b>	<b>1,844,187</b>	<b>1,910,281</b>	<b>1,983,063</b>
<b>Debt Service Reserve</b>																
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)	-	-	-	-	-	-	-	-	-	-	-
<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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Reserve</b>																
Balance - beginning	11,087,000	12,096,000	13,199,860	13,585,209	13,011,337	13,191,476	14,236,650	17,384,026	14,139,696	11,181,124	8,470,591	6,057,972	4,410,007	3,664,724	3,694,880	4,462,223
Transfer In	4,777,000	7,684,860	5,062,860	3,594,514	4,412,613	3,445,212	3,482,377	3,805,470	4,091,228	4,351,267	4,649,181	5,413,836	6,152,517	6,927,955	7,665,143	7,367,324
Capital	(3,768,000)	(6,581,000)	(4,677,511)	(4,168,386)	(4,232,474)	(2,400,038)	(335,000)	(7,049,800)	(7,049,800)	(7,061,800)	(7,061,800)	(7,061,800)	(6,897,800)	(6,897,800)	(6,897,800)	(6,897,800)
<b>Balance - ending</b>	<b>12,096,000</b>	<b>13,199,860</b>	<b>13,585,209</b>	<b>13,011,337</b>	<b>13,191,476</b>	<b>14,236,650</b>	<b>17,384,026</b>	<b>14,139,696</b>	<b>11,181,124</b>	<b>8,470,591</b>	<b>6,057,972</b>	<b>4,410,007</b>	<b>3,664,724</b>	<b>3,694,880</b>	<b>4,462,223</b>	<b>4,931,747</b>
<b>TOTAL RESERVE BALANCE</b>	<b>15,020,000</b>	<b>16,588,360</b>	<b>15,825,529</b>	<b>15,305,610</b>	<b>14,531,880</b>	<b>15,630,160</b>	<b>18,831,125</b>	<b>15,633,694</b>	<b>12,728,150</b>	<b>10,077,015</b>	<b>7,717,492</b>	<b>6,128,816</b>	<b>5,449,255</b>	<b>5,539,067</b>	<b>6,372,504</b>	<b>6,914,811</b>

**Scenario Three (B):**

- Annual one dollar per unit per month until FY2029/30 then two dollars per unit per month until FY2034/35 then four dollars capping at \$60 in FY2037/38
- Ending Capital fund balance of \$5m
- Agencies with Service Payments are deferred until FY2027/28

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

**15 YEAR CASH FLOW PROJECTION WITH \$1 INCREASES FOR THE FIRST FIVE YEARS, \$2 INCREASES FOR THE NEXT SIX YEARS, \$4 INCREASES SUBSEQUENTLY**

Operating Payment Rate	30	31	32	33	34	35	36	38	40	42	44	46	48	52	56	56
	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	FY 2033-34 Forecast	FY 2034-35 Forecast	FY 2035-36 Forecast	FY 2036-37 Forecast	FY 2037-38 Forecast	FY 2038-39 Forecast
<b>Operating Reserve</b>																
Balance - beginning	1,998,000	1,924,000	2,388,500	1,240,320	1,294,273	1,340,404	1,393,511	1,447,099	1,493,998	1,547,026	1,606,424	1,659,521	1,718,809	1,784,530	1,844,187	1,910,281
Receipts from members	7,521,000	12,064,360	8,013,960	7,963,560	10,029,960	10,181,160	10,332,360	10,634,760	10,937,160	11,239,560	11,541,960	11,844,360	12,348,360	13,356,360	14,364,360	14,364,360
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)	(6,638,082)	(6,875,236)	(7,138,121)	(7,376,748)	(7,641,123)	(7,932,253)
Transfer to Capital Reserve	(3,747,000)	(6,822,860)	(4,200,860)	(2,732,514)	(4,622,213)	(4,554,012)	(4,490,377)	(4,611,870)	(4,696,028)	(4,754,467)	(4,850,781)	(4,909,836)	(5,144,517)	(5,919,955)	(6,657,143)	(6,359,324)
<b>Balance - ending</b>	<b>1,924,000</b>	<b>2,388,500</b>	<b>1,240,320</b>	<b>1,294,273</b>	<b>1,340,404</b>	<b>1,393,511</b>	<b>1,447,099</b>	<b>1,493,998</b>	<b>1,547,026</b>	<b>1,606,424</b>	<b>1,659,521</b>	<b>1,718,809</b>	<b>1,784,530</b>	<b>1,844,187</b>	<b>1,910,281</b>	<b>1,983,063</b>
<b>Debt Service Reserve</b>																
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)	-	-	-	-	-	-	-	-	-	-	-
<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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Reserve</b>																
Balance - beginning	11,087,000	12,096,000	13,199,860	13,585,209	13,011,337	14,401,076	16,555,050	20,710,426	18,272,496	15,918,724	13,611,391	11,400,372	9,248,407	7,495,124	6,517,280	6,276,623
Transfer In	4,777,000	7,684,860	5,062,860	3,594,514	5,622,213	4,554,012	4,490,377	4,611,870	4,696,028	4,754,467	4,850,781	4,909,836	5,144,517	5,919,955	6,657,143	6,359,324
Capital	(3,768,000)	(6,581,000)	(4,677,511)	(4,168,386)	(4,232,474)	(2,400,038)	(335,000)	(7,049,800)	(7,049,800)	(7,061,800)	(7,061,800)	(7,061,800)	(6,897,800)	(6,897,800)	(6,897,800)	(6,897,800)
<b>Balance - ending</b>	<b>12,096,000</b>	<b>13,199,860</b>	<b>13,585,209</b>	<b>13,011,337</b>	<b>14,401,076</b>	<b>16,555,050</b>	<b>20,710,426</b>	<b>18,272,496</b>	<b>15,918,724</b>	<b>13,611,391</b>	<b>11,400,372</b>	<b>9,248,407</b>	<b>7,495,124</b>	<b>6,517,280</b>	<b>6,276,623</b>	<b>5,738,147</b>
<b>TOTAL RESERVE BALANCE</b>	<b>15,020,000</b>	<b>16,588,360</b>	<b>15,825,529</b>	<b>15,305,610</b>	<b>15,741,480</b>	<b>17,948,560</b>	<b>22,157,525</b>	<b>19,766,494</b>	<b>17,465,750</b>	<b>15,217,815</b>	<b>13,059,892</b>	<b>10,967,216</b>	<b>9,279,655</b>	<b>8,361,467</b>	<b>8,186,904</b>	<b>7,721,211</b>

**RESOLUTION NO. 24-xx**

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

\*\*\*\*\*

**AUTHORIZING THE BOARD CHAIR TO EXECUTE AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT THE OPERATING AND CAPITAL FUND BALANCE  
POLICY**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serves Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, the EBRCSA uses policies to guide its management and operations; and

**WHEREAS**, the EBRCSA has conducted an infrastructure replacement plan that identified the need for a \$67,000,000 investment into the system over the next 10-15 years; and

**WHEREAS**, the EBRCSA has an increased need for increases to subscriber rates to fund needed infrastructure replacement; and

**WHEREAS**, staff has developed the proposed rate increase scenarios; and

**WHEREAS**, the Finance Committee recommends Scenario One (B) of the proposed rate structure.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it adopts the attached Scenario One B of the Subscriber Rate Increases to the accompanying Agenda Report and authorizes the Executive Director to implement the policy aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 6th day of December 2024 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, 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. 7.4**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
DATE: DECEMBER 6, 2024**

**TO:** Board of Directors East Bay Regional Communications System Authority  
**FROM:** Paige Meyer, Board Chair, East Bay Regional Communications System Authority  
**SUBJECT:** Nomination and Annual Election of a Board Chair and Vice Chair

**RECOMMENDATION:**

Conduct the Annual Election of a Board Chair and Vice Chair, as required by the JPA Agreement and Bylaws.

**SUMMARY/DISCUSSION:**

The JPA Agreement and Bylaws for the Authority state that the Board Presiding officers shall be a Chair and Vice-Chair, elected annually from among its membership, to preside at meetings. In the absence of the Chair, the Board shall be presided over by the Vice-Chair. The positions of Chair and Vice-Chair will be filled by a representative from each County. If the Chair is from Alameda County, the Vice-Chair will be from Contra Costa County. If the Chair is from Contra Costa County, the Vice-Chair will be from Alameda County.

The Board of Directors will receive nominations from sitting members of the Board to fill the positions of Chair and Vice-Chair. The Board will vote on the nominations for Chair and Vice-Chair following Robert's Rules of Order. The newly elected Chair and Vice Chair will assume their positions at the conclusion of the meeting and will continue in the positions for one year.

**RECOMMENDED ACTION:**

Conduct the Annual Election of a Board Chair and Vice Chair, as required by the JPA Agreement.



**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, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

**AGENDA ITEM NO. 7.5**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 6, 2024**

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

**FROM:** Paige Meyer, Finance Committee Chair  
East Bay Regional Communications System Authority

**SUBJECT:** Consider Adoption of Resolution Authorizing the Board Chair to Sign a Professional Services Contract with David Swing Consulting and Investigations for Executive Director Services for a Monthly Fee of \$22,500

**RECOMMENDED ACTION:**

Consider Adoption of Resolution Authorizing the Board Chair to Sign a Professional Services Contract with David Swing Consulting and Investigations for Executive Director Services for a Monthly Fee of \$22,500

**SUMMARY/DISCUSSION:**

The Authority's contract with the current Executive Director pays \$165 an hour with a guarantee of 25 hours and not to exceed 30 hours per week. The prior Executive Director was paid \$175 an hour up to 30 hours per week. The Executive Director's compensation has not been adjusted for cost of living increases since 2021. In the prior two full fiscal years (FY 2021/2022 and FY 2022/2023) the Executive Director earned \$255,675 and \$256,305 respectively averaging \$21,333 in monthly compensation. During this time, the Executive Director was supported by a technologist staffed by Motorola. Motorola charged EBRCSA \$243,000 annually for this position. This position was eliminated in the 2023/2024 budget when the person retired and replaced with a Services Agreement for \$96,000 and a \$50,000 purchase order for additional technical services. In FY 2023/2024 the total administrative costs of the Authority were approximately \$498,996 annually. The current administrative expenses are trending at \$230,670 resulting in anticipated savings of \$269,000 over the FY 2022/2023 budget.

**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)**



## 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, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

The Silicon Valley Regional Interoperability Authority (SVRIA) is structured similarly as a Joint Powers Authority with an Executive Director that reports to a Board of Directors. SVRIA is a single county system supporting Santa Clara County with three prime radio sites. The EBRCSA is a two-county system with an Executive Director that supports three committees and a 23-member board with six prime radio sites.

The SVRIA uses the personnel services of RSG to manage the compensation of the Executive Director. The SVRIA Executive Director is an employee of RSG assigned to SVRIA and paid on a W-2 basis. RSG and SVRIA recently renegotiated the contract for the Executive Director. The new contract provides for up to 30 hours per week for a fully burdened rate of \$23,915 or \$286,980 annually. According to the SVRIA Executive Director the total compensation of the Executive Director is \$22,415 for up to 30 hours per week as opposed to an hourly rate. RSG charges \$18,000 per year to manage the contract. EBRCSA uses a 10-99 consulting model for the Executive Director where the incumbent is responsible for any additional employment related expenses or associated risks, to include insurance, worker’s compensation and payments for short-term and long-term disability protections. Table 1 identifies the cost comparison and total cost off-set based on savings and new revenue.

Table 1: Compensation Comparison

<b>Executive Director</b>	<b>Admin Expense</b>	<b>New Revenue</b>	<b>Savings</b>	<b>Total Off-set with personnel savings</b>
SVRIA	\$268,980			
Tom McCarthy	\$498,996			
David Swing	\$230,670	\$150,000	\$146,000	\$564,326
<b>Proposed</b>	<b>\$270,000</b>	<b>\$150,000</b>	<b>\$146,000</b>	<b>\$524,996</b>

The following is a list of the Director’s accomplishments since assuming the Executive Director’s role:

1. Lowered future subscriber fees by recovering over \$4,000,000 in outstanding receivables
2. Prepared the Capital Improvement Plan for infrastructure replacement and hosted a Board workshop to fund future infrastructure replacement
3. Completed the MPLS project allowing cyber-security enhancements to move forward
4. Negotiated a radio purchase agreement leveraging the buying power of the Authority members to establish set pricing for radio devices resulting in an 11% savings above the standard discount

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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, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

5. Established a realistic plan for the Walton Lane radio site. Currently negotiating a land lease with the City of Antioch for a new tower – saving time and money by using existing electrical power
6. Established priorities of the Technical Advisory Committee, which led to the development of a training program for dispatchers
7. Expanded the presence of the TAC by alternating the location of meetings between Alameda and Contra Costa Counties
8. Uncovered accounts that were being underbilled or not billed with an anticipated value of over \$150,000 in recurring fees
9. Managed a complex Service Upgrade with Motorola within two months of starting without support staff previously in place
10. Updated a service agreement with Motorola resulting in a \$96,000 annual savings
11. Developed new policies to ensure fiscal accountability and transparency

Future projects include:

1. Review the operating budget to ensure it aligns with historical expenses
2. The replacement of all dispatch consoles and radio repeaters based on the 10-year CIP
3. Renegotiate the SUA agreement within the next three years
4. Continue the forward progress to establish and ensure continued fiscal accountability
5. Exploration of expansion of EBRCSA into the City of Tracy and San Joaquin County
6. Enabling GPS of portable radios for enhanced safety of first responders
7. Training for dispatchers on radio operation during failures and mutual aid
8. Evaluation of new investment policy

Based on the accomplishments of the past eight months, the Authority has received exceptional service at a lower hourly rate. The proposed contract amendment, included as Attachment 1, outlines the terms of the contract and explicitly states the contract is a consulting contract with no other benefits provided or inferred.

A budget amendment is not required for this change as sufficient funds exist in the FY 2024/25 budget and the Executive Director has identified other cost savings or revenue generation for future years that more than off-set the proposed increase. At its November 22, 2024 meeting, the Finance Committee voted in support, with one opposed vote, to increase the Executive Director's compensation to a flat fee of \$22,500 per month.



**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, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

**RECOMMENDED ACTION:**

Consider adoption of a resolution authorizing the Board Chair to sign a Professional Services Contract with David Swing Consulting and Investigations for Executive Director Services for a monthly fee of \$22,500.

**Attachments:**

1. Contract Amendment Number 1
2. Initial Contract
3. Resolution

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY AND  
DAVID SWING CONSULTING AND INVESTIGATIONS  
FOR EXECUTIVE DIRECTOR SERVICES**

This **Amendment No.1** (“Amendment”) is made by and between the East Bay Communications System Authority (“EBRCSA”) and David Swing Consulting and Investigations (“Consultant”) (together sometimes referred to as the “Parties”) as of December 6, 2024, and amends that certain Consulting Services Agreement (“CSA” or “Agreement”) dated April 2, 2024, between the Parties.

**WHEREAS**, City and Consultant have executed the Agreement, pursuant to which Consultant has provided Executive Director services to EBRCSA, and

**WHEREAS**, the Parties desire to amend the Agreement to adjust compensation.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Section 1.2 of the Agreement entitled “Standards of Performance” is hereby amended to add the Chair and Vice-Chair or their designees will review the performance of the consultant for the preceding year in advance of the December Board of Directors meeting and establish goals for the coming year; and
2. Section 2 of the Agreement entitled “Compensation” is hereby amended to pay Consultant a sum not to exceed \$22,500 per month as a flat fee; and
3. Except as modified by this Amendment, all other terms of the Agreement shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

DAVID SWING CONSULTING AND  
INVESTIGATIONS

---

Paige Meyer, Chairperson of the Board

---

David Swing, Executive Director

Attest:

---

Jocelyn Kwong, Authority Secretary

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY  
AND  
DAVID SWING FOR EXECUTIVE DIRECTOR SERVICES**

THIS AGREEMENT for professional services is made by and between the East Bay Regional Communications System Authority (“**Authority**”) and David Swing, a sole proprietor, (“**Consultant**”) (collectively “**Parties**” and individually “**Party**”) as of APRIL 2, 2024 (the “**Effective Date**”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Authority Executive Director services, as more particularly described in the scope of services attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein (“**Services**”). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on March 1, 2025, and Consultant shall complete the Services described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the Authority’s right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing, this Agreement may be extended for additional one (1) year terms upon the written agreement of the Parties, provided that sufficient funds have been appropriated for such by Authority. None of the foregoing shall affect the Authority’s right to terminate the Agreement as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all Services required pursuant to this Agreement in the manner observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Reserved.**

**Section 2. COMPENSATION.** Authority hereby agrees to pay Consultant a sum \$17,875 per month. Authority shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Authority to Consultant for Services rendered pursuant to this Agreement. Consultant shall submit all invoices to Authority in the manner specified herein. Except as specifically authorized by Authority in writing, Consultant shall not bill Authority for duplicate Services performed by more than one person.

Consultant and Authority acknowledge and agree that compensation paid by Authority to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the Services required hereunder as described in Exhibit A – Scope of Services including salaries and benefits. Any additional services, as authorized by the Authority Chair, shall be compensated at a rate of \$165 per hour. Total compensation paid to Consultant by the Authority to complete the Scope of Services described in Exhibit A plus any authorized additional services shall not exceed \$21,450 for any month. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to



any pensions and/or annuities to which Consultant subscribes. Authority therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices at the end of the month for which services are rendered during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period and Services provided;
  - A brief description of the work performed;
- The Consultant's signature.

**2.2 Monthly Payment.** Authority shall make monthly payments as applicable, based on invoices received, for Services satisfactorily performed and for authorized reimbursable costs incurred. Authority shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Payment shall be authorized by the Chair of the Authority.

**2.3 Total Payment.** Authority shall pay for the Services to be rendered by Consultant pursuant to this Agreement. Authority shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement. Authority shall make no payment for any extra, further, or additional service pursuant to this Agreement unless agreed to in writing by the Parties.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.4 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5 Payment upon Termination.** In the event that the Authority or Consultant terminates this Agreement pursuant to Section 8, the Authority shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

**2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Board Chair.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. Authority shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Authority shall furnish physical facilities such as one cubicle, a desk, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with Authority and reviewing records and the information in possession of the Authority. Authority shall furnish a vehicle that shall be used only for Authority business or as may be reasonably necessary for Consultant's performance of the Services; the vehicle shall be parked when not in use upon Authority premises. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of Authority. In no event shall Authority be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to Authority of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to Authority that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and

- b. Waiver of Subrogation Endorsement as required by the section.

## 4.2 Commercial General and Automobile Liability Insurance.

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount of \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount of \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover an occurrence or an accident basis, and not on a claims-made basis.
- b. Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers,

officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

**4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount of \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Authority for review prior to the commencement of any work under this Agreement.

**4.3.3 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### 4.4 All Policies Requirements.

- 4.4.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish Authority with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the Authority does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The Authority reserves the right to require complete copies of all required and applicable insurance certificates at any time.
- 4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of Authority for the self-insured retentions and deductibles before beginning any of the Services or work called for by any term of this Agreement. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that Authority shall be provided with 30 days' prior written notice of any coverage cancellations.
- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### 4.5 **Remedies.** In addition to any other remedies Authority may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Authority may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Authority may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the the Authority, its Board of Directors or any Director, Members, officers, departments, committees, predecessors, successors, related entities, independent contractors, attorneys, contractors, agents and assigns past present or future, from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claims for attorneys’ fees or costs, and all other claims and rights of action of all kinds and descriptions arising out of, pertaining to or related to Consultant’s or any person directly or indirectly employed by, or acting as agent for, Consultant, work under this Agreement.

With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the Authority (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant.

Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the Authority.

Consultant shall also indemnify, defend and hold harmless the Authority from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the Authority or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant’s services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant’s proportionate percentage fault.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Authority. This Agreement shall not be construed as an agreement for employment. Authority shall have the right to contro! Consultant only insofar as the results of Consultant's Services rendered pursuant to this Agreement; however, otherwise Authority shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the Authority’s business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the Authority and has the option to perform such

work for other entities. Notwithstanding any other Authority, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing Services under this Agreement shall not qualify for or become entitled to, and hereby agrees to waive any and all claims to, any compensation, benefit, or any incident of employment by Authority, including but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Authority, entitlement to any contribution to be paid by Authority for employer contributions and/or employee contributions for PERS benefits, employment entitlements accruing pursuant to the California Labor Code, California Unemployment Insurance Code, the Authority's Policies and Procedures, or other Authority enactments, or any other benefits, leave, insurance or other entitlements as an Authority employee.

- 6.2 Consultant Not an Agent.** Except as Authority may specify in writing, or by action of the Board of Directors, Consultant shall have no authority, express or implied, to act on behalf of Authority in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Authority to any obligation whatsoever.
- 6.3 California Public Employees Retirement System (PERS).** Consultant is a retiree from the California Public Employees Retirement System (PERS). Authority represents that it does not contract with PERS for employee retirement or retiree insurance benefits and that Consultant's status as a PERS' retiree will not be impacted by his service as an independent contractor to the Authority as a result. Authority shall notify Consultant immediately if it determines to contract with PERS for any benefits.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which Authority is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to Authority that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to Authority that Consultant and its employees, agents, any subcontractors shall, at their sole cost and

expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from Authority.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Services or programs provided by Consultant under this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Authority may cancel this Agreement at any time and without cause upon 30 days written notification to Consultant. Consultant may cancel this Agreement upon 30 days' written notice to Authority. The right of termination provided herein is absolute and neither Party shall be liable to the other for damages or otherwise by reason of such termination except as provided herein.

In the event of termination, Consultant shall be entitled to compensation for Services performed to the effective date of termination. Authority, however, may condition payment of such compensation upon Consultant delivering to Authority any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this Agreement.

- 8.2 Extension.** Upon mutual written agreement by the Parties, the Parties may extend the Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Similarly, unless authorized by the Authority, Authority shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** Authority and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant as a sole proprietor and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement



to Authority for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Authority. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the Authority.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Authority and Consultant, including but not limited to Section 5, shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Authority's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain, applicable plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant specifically for Authority pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the Services described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the Services described in Exhibit A that are unfinished at the time of breach and the amount that Authority would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares specifically for Authority or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Authority. Consultant hereby agrees to deliver those documents to the Authority upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Authority and are not necessarily suitable for any future or other use. Authority and Consultant agree that, until final approval by Authority, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Authority under this Agreement for a minimum of 3 years, or for any

longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon written request of the Authority. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Authority or as part of any audit of the Authority, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States Authority Court for the Northern Authority of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Authority or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Authority official in the work performed pursuant to this Agreement. No officer or employee of Authority shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the Authority. If Consultant was an employee, agent, appointee, or official of the Authority in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the Authority for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At Authority's sole discretion, Consultant may be required to file with the Authority a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin Authority Clerk for the Form 700 and directions on how to prepare it.

**10.7 Contract Administration.** This Agreement shall be administered by the Authority's fiscal agent. All correspondence shall be directed to or through the fiscal agent or his or her designee.

**10.8 Notices.** Any written notice to Consultant shall be sent to:

David Swing  
194 Peters Ave Unit D  
Pleasanton CA 94566

Any written notice to Authority shall be sent to:

East Bay Regional Communications System Authority  
Att: Board of Directors Chair  
4985 Broder Boulevard  
Dublin, CA 94568

**10.9 Integration.** This Agreement, including Exhibits A and B represents the entire and integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A            Scope of Services

Exhibit B            Compensation Schedule & Reimbursable Expenses

**10.10 Counterparts.** This Agreement may be executed in counterparts, 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 all other signed counterpart, shall constitute one agreement, which shall be binding upon and effective as to all Parties.

This Agreement may be executed on behalf of a Party by affixing either a manual signature, or a digital signature that satisfies the requirements of Government Code section 16.5 and Title 2, California Code of Regulations, sections 22000 through 22005.

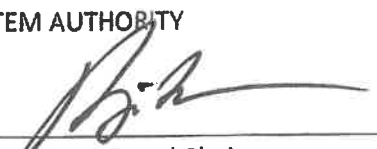
- 10.11 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.
- 10.12 Representations.** In connection with signing and carrying out the Agreement, Consultant represents to the Authority that: (a) Consultant is appropriately licensed under California law to perform the Services specified in this Agreement and will perform no Service for which Consultant is not appropriately licensed; and (b) Consultant is competent to perform the Services and will provide experienced and competent personnel to carry out the Services in a timely fashion.
- 10.13 Cooperation.** If this Agreement is terminated for any reason, or if it expires on its own terms, Consultant agrees to: (a) make every effort to assure an orderly transition to another provider of the Services and an orderly demobilization of its own operations in connection with the Services; (b) promptly return all Authority property, including data, files and documents; and (c) will otherwise comply with the reasonable requests of the Authority in connection with the termination or expiration.
- 10.14 Non-Liability of Public Officials.** Consultant will not charge any director, officer, representative, volunteer, official, employee or agent of the Authority personally with any liability or expenses of defense or hold any director, officer, representative, volunteer, official, employee or agent of the Authority personally liable to it under any term or provision of the Agreement or because of the Authority's execution, attempted execution or breach of the Agreement.
- 10.15 Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an Agreement against the drafting party shall not apply hereto.
- 10.16 No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto, with no intent to benefit any third parties.


**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY

DAVID SWING

  
\_\_\_\_\_  
Paige Meyer, Board Chair

  
\_\_\_\_\_  
David Swing

Attest:

  
\_\_\_\_\_  
Caroline Soto, Authority Clerk

Approved as to Form:

  
\_\_\_\_\_  
Laura McKinney, Authority Attorney



## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall be responsible for the general management, administration, direction and development of the Authority's operations and procedures on a daily basis, including grant applications, acquisitions of equipment, financial administration, meeting administration, recordkeeping, all facilities, employees, consultants, and their respective uses.

Consultant, upon the written approval of the Board Chair or Vice Chair, may approve certain Authority expenditures up to \$25,000 without approval of the Authority's Board of Directors, the Operations Committee, or the Finance Committee. Consultant shall schedule for review any such expenditure at the next regularly scheduled meeting of the Finance Committee.

Consultant shall administer all purchasing for the Authority pursuant to the Alameda County purchasing procedures and shall be authorized by the Authority's Auditor, within budgetary amounts.

Consultant shall review the current fund balances and anticipated operating and replacement expenses and present a recommendation that ensures the on-going solvency of the Authority for Board discussion and vote.

Consultant shall conduct an organizational assessment, to include system security, to ensure that current operations align with best practices and provide a report to the Board by the end of calendar year 2024. The report will include recommendations to align operations with best practices that include a proposed action plan and budget.

In addition, Consultant shall perform such other services as requested by the Authority and will be compensated at the hourly rate specified in Section 2 of the Agreement.

## **EXHIBIT B**

### **REIMBURSABLE EXPENSES**

Reimbursable expenses incurred under this Agreement are identified as the following:

1. Those incurred by Consultant for travel time from Pleasanton, CA to required meetings at a rate of \$150 per hour.

This dollar amount is not a guarantee that the Authority will pay that full amount to the Consultant but is merely a limit of potential Authority expenditures under this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919      FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : State National Insurance Company, Inc.      12831 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> David Swing David Swing DBA David Swing Consulting and Investigations 194 Peters Ave Apt D Pleasanton, CA 94566		

**COVERAGES**      **CERTIFICATE NUMBER:** 163461055      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	NXTVKCXL9T-00-GL	04/15/2024	04/15/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		X	NXTVKCXL9T-00-GL	04/15/2024	04/15/2025	Each Occurrence: \$1,000,000.00 Aggregate: \$1,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is East Bay Regional Communications System Authority. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. This Certificate Holder is an Additional Insured on the General Liability policy with respect to ongoing operations. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> East Bay Regional Communications System Authority 4985 Broder Blvd Dublin, CA 94568	<b>LIVE CERTIFICATE</b>  Click or scan to view	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**RESOLUTION NO. 24-xx**

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

\*\*\*\*\*

**AUTHORIZING THE BOARD CHAIR TO SIGN A PROFESSIONAL SERVICES  
CONTRACT WITH DAVID SWING CONSULTING AND INVESTIGATIONS FOR  
EXECUTIVE DIRECTOR SERVICES FOR A MONTHLY FEE OF \$22,500**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serves Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, the EBRCSA requires an Executive Director who can be responsible for overall day-to-day management and operations of EBRCSA; and

**WHEREAS**, David Swing has served as the Executive Director since April 2, 2024; and

**WHEREAS**, the Finance Committee reviewed the terms of the contract amendment at a duly noticed and agendized meeting; and

**WHEREAS**, the Finance Committee recommends the terms of the agreement to the Authority Board.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it adopts the contract amendment to the accompanying Agenda Report and authorizes the Chairperson to execute the attached Contract Amendment with David Swing Consulting and Investigations to implement the agreement aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 6th day of December 2024 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, Secretary