



## **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, Piedmont, 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 12, 2025**

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

**PLACE:** Alameda County Sheriff's Office of Emergency Services  
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**

**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 5, 2025

**4.2** Approval of the 2026 Board and Committee Meeting Calendar

**4.3** Consider Adoption of a Resolution Authorizing the Board Chair to Sign and the Executive Director to Implement a Services Contract with CSI Telecommunications for a Not to Exceed Amount of \$200,000

**4.4** Approval of Audited Financial Statements

**4.5** Receive Report on Accounts Receivable Aging

- 4.6 Consider Adoption of a Resolution to Amend the Contract of the Executive Director from David Swing Consulting and Investigations to Swing and Associates LLC
5. **Written Communications:** None
6. **Public Hearings:** None
7. **Action Items:**
  - 7.1 Nomination and Annual Election of a Board Chair and Vice Chair
8. **Committee Updates:**
  - 8.1 Receive Informational Report on Recent Finance Committee Activities  
- Cost Recovery from EBRCSA by Member Agencies
  - 8.2 Receive Informational Report on Recent Operations Committee Activities
9. **Reports:**
  - 9.1 Receive Informational Report on SB707 from General Counsel
  - 9.2 Receive Informational Report on City of Antioch Walton Lane
  - 9.2 Receive Informational Report on Pearl Radio Site Shelter
  - 9.3 Receive After Action Report on Encryption Implementation
10. **Agenda Items for Next Meeting**
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 48 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: 12/08/2025



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### **AGENDA ITEM NO. 4.1**

#### **AGENDA STATEMENT BOARD OF DIRECTORS MEETING MEETING DATE: DECEMBER 12, 2025**

**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 5, 2025 Board of Directors Meeting

#### **RECOMMENDATIONS:**

Approve the minutes of the September 5, 2025 Board of Directors Meeting.

#### **SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the September 5, 2025 Board of Directors Meeting.

#### **RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the September 5, 2025 Board of Directors Meeting.



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### **BOARD OF DIRECTORS MEETING**

#### **REGULAR MEETING**

**DATE: September 5, 2025**

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

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

#### **DRAFT MINUTES**

#### **1. Call to Order/Roll Call**

Chair King called the regular meeting to order at 10:00 a.m.

Present: J. Aguiar, C. Andersen, G. Beaudin, J. Beltran, D. Covington, J. Diaz, J. Ezell, J. King, M. Rodriguez, S. Shaw, M. Shorr, C. Silva

Absent: A. Averiett, D. Haubert, J. Johnson, S. Muranishi, M. Salinas, L. Smith, P. Stokes

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

2.1 New Board Members

#### **3. Public Comments – None.**

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

On motion of Bm. King, seconded by Bm. Andersen, and by unanimous vote, the Board approved the items on the consent calendar as recommended.

**4.1** Approval of Minutes from the Board Meeting of May 30, 2025

Recommendation: Approve the minutes of the May 30, 2025 Board of Directors Meeting.

**4.2** Receive Status Report on System Operations

Recommendation: Receive the report on system status.



5. **Written Communications** – None.

6. **Public Hearings** – None.

7. **Action Items**

7.1 Consider Adoption of a Resolution of a Comprehensive Fiscal Policy for the East Bay Regional Communications System Authority

Recommendation: Adopt Resolution No. 25-07 approving a Comprehensive Fiscal Policy (25-01) for the East Bay Regional Communications System Authority.

Executive Director Swing reported that the item is returning for approval with the requested revisions incorporated from the last Board of Directors meeting. The amendments are on pages 3 and 4 of the policy in sections titled Accounts Receivable (specifically, collections), Procurement, and Policy Review and Amendments.

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

7.2 Consider Adoption of a Resolution to Approve, Make a Sole Source Procurement Finding under California Public Contract Code Section 3400 and Authorize the Executive Director to Execute the Purchase of the Walton Lane Radio Shelter from Cell-Site Solutions for \$224,840.00

Recommendation: Adopt Resolution No. 25-08 to approve, make a sole source procurement finding, and authorize the Executive Director to purchase a radio shelter for the proposed Walton Lane radio site from Cell-Site Solutions in the amount of \$224,840.00.

Executive Director Swing reported that options for the purchase of the shelter were presented to the Operations and Finance Committees, with both committees recommending purchase of the new turn-key shelter provided that the radio shops could support the equipment in the new shelter and, if so, recommended purchasing the new turn-key shelter. The radio shops are supportive of the purchase and have the ability to maintain the new equipment.

The Board asked how the project funding is impacted by purchasing a fully equipped shelter now, versus not fully equipped, and what the differentiation of the total project costs are.

Executive Director Swing responded that the price would be lowered for a non-fully equipped shelter, but future cost and time would be required for installation. He does not currently have an itemized equipment cost presently. In total, approximately \$1.8M is appropriated for the total Walton Lane project site.

The Board inquired if there was a cost model or cost breakdown of the \$1.8M could be presented to the Board of Directors as the project progresses.

Executive Director Swing reported that a request for proposals is still needed for construction of the tower, with the goal to bring an authorization in December to the Board of Directors pending final approval of the land lease agreement by the City of Antioch.

On motion of Bm. Rodriguez, seconded by Bm. Shorr, and by unanimous vote, the Board approved the item as recommended.

## **8. Committee Updates**

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

Executive Director Swing reported that the committee discussed the comprehensive fiscal policy that was presented as part of this meeting agenda. In addition, a discussion regarding lease agreements by member agencies for member owned infrastructure was tabled for further review and discussion by the Finance Committee.

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

Bm. King reported on the discussion held about system capacity for law enforcement channels as well as a shelter purchase for Walton Lane.

## **9. Reports:**

### **9.1 Receive Informational Report on Encryption Activation**

Executive Director Swing reported that the encryption activation scheduled for Wednesday was postponed due to technical issues that Motorola is helping to identify and resolve. Initial tests were successful but several subsequent switchovers resulted in intermittent radio quality issues leading to the pause in implementation. A redeployment will occur once root causes are identified, with further validation and testing planned using talkgroups on a backup secondary console with multiple agencies. A new rollout date will be set after the source of the problem is confirmed. He clarified that no agencies are currently on encrypted channels as of this update as any that were switched have been rolled back.

### **9.2 Receive Informational Report on Walton Radio Site**

Executive Director Swing reported that the City of Antioch utilities department confirmed that there is sufficient power at the site and that the Authority will have full access. Preliminary site planning will begin, and a request for proposals for construction of the site is planned for the coming month with construction ideally to begin in early 2026. The City of Antioch's approval of the land lease agreement is not yet completed.

### **9.3 Receive Informational Report on Pearl Radio Site Shelter**

Executive Director Swing reported that the project is still underway and is pending a finalized site plan to be shared with PG&E.

**10. Agenda Items for Next Meeting**

Executive Director Swing noted that the following items will take place at the next meeting and requested that any members interested in serving as Board Chair or Vice Chair in the next year to contact Bm. King.

**10.1** Election of 2026 Board Chair and Vice-Chair

**10.2** Establish 2026 Meeting Calendar

**11. Board Comments and Recognitions – None.**

**12. Adjournment**

There being no further business, the meeting adjourned at 10:44 a.m.

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Jocelyn Kwong, Board Secretary



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### **AGENDA ITEM NO. 4.2**

#### **AGENDA STATEMENT BOARD OF DIRECTORS MEETING MEETING DATE: DECEMBER 12, 2025**

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

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

**SUBJECT:** Approval of 2026 EBRCSA Meeting Schedule

#### **RECOMMENDATIONS:**

Approve the 2026 EBRCSA Meeting Schedule.

#### **SUMMARY/DISCUSSION:**

The Board of Directors will review the 2026 meeting schedule for the Board of Directors, Finance Committee and Operations Committee Meetings. The Committees met on November 21, 2025 to discuss allowing Committee meetings to be conducted fully remote or via a hybrid format. The Committees recommended a hybrid meeting schedule in compliance with recent legislation if the legislation is deemed applicable to Joint Power Authorities.

#### **RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the 2026 EBRCSA Meeting Schedule.

Attachment:

1. Proposed 2026 Meeting Schedule





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### **2026 EBRCSA BOARD AND COMMITTEE MEETING SCHEDULE**

#### **REGULAR MEETINGS**

##### **Board of Directors – In Person**

March 20      10:00 a.m. - 12:00 p.m. Assembly Room, Alameda County OES

May 29      10:00 a.m. - 12:00 p.m. Assembly Room, Alameda County OES

September 18   10:00 a.m. - 12:00 p.m. Assembly Room, Alameda County OES

December 11   10:00 a.m. - 12:00 p.m. Assembly Room, Alameda County OES

##### **Committees: In Person and Virtual**

February 27

Operations Committee	10:00 a.m. - 11:00 a.m. Room 1013
Finance Committee	11:00 a.m. - 12:00 p.m. Room 1013

May 8

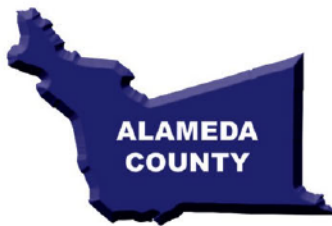
Operations Committee	10:00 a.m. - 11:00 a.m. Room 1013
Finance Committee	11:00 a.m. - 12:00 p.m. Room 1013

August 28

Operations Committee	10:00 a.m. - 11:00 a.m. Room 1013
Finance Committee	11:00 a.m. - 12:00 p.m. Room 1013

November 20

Operations Committee	10:00 a.m. - 11:00 a.m. Room 1013
Finance Committee	11:00 a.m. - 12:00 p.m. Room 1013



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### **AGENDA ITEM NO. 4.3**

#### **AGENDA STATEMENT BOARD OF DIRECTORS MEETING DATE: DECEMBER 12, 2025**

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

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

**SUBJECT:** Adoption of a Resolution to Renew the Contract for CSI Telecommunications Inc. for Engineering Analysis, Frequency Services and Project Management for a Not to Exceed Amount of \$200,000

#### **SUMMARY/DISCUSSION:**

CSI Telecommunications Inc. (CSI) is a team of consulting engineers who serve as subject matter experts in radio communication, microwave systems, and radio interference. CSI has been a critical partner to the Authority for over 10 years, providing specialized expertise that is not available in-house. The current contract expired on June 30, 2025, and the proposed renewal will extend the term to June 30, 2026 (Attachment 1).

The Operations and Finance Committees reviewed the contract and recommended its approval by the Board of Directors with one amendment. The Finance Committee recommended the contract term end on June 30, 2026 and directed the Executive Director to complete an assessment of comparable engineering firms and provide a recommendation to the Finance Committee and Board of Directors for future services.

Additionally, the owner of CSI announced her intent to retire by December 31, 2025. Current CSI contracts will transfer to Craig Trygstad of Tryg, Inc. The attached letter from CSI specifies the conditions of the transfer (Attachment 2).

Authority General Counsel has reviewed the proposed contract and concurs with the contract's transferability.



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### **FISCAL IMPACT:**

There is no new fiscal impact associated with recommending this contract renewal, as sufficient funds were allocated and included for these professional services within the adopted FY 2025-2026 budget.

#### **Attachments:**

1. Proposed Contract
2. Letter transferring contract from CSI
3. Resolution

EBRCSA

**STANDARD CONTRACT****1. Contract Identification.**

Subject: Telecommunications Engineering, Analysis and Frequency Services

**2. Parties.**

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

Contractor: CSI Telecommunications, Inc.  
 Capacity: California Corporation  
 Address: P.O. Box 635, Novato, CA 94948-0635

Contractor: TRYG, Inc. January 1, 2026 – June 30, 2026  
 Capacity: California Corporation  
 Address: 1511 Eligio Lane, Davis, CA 95618

3. **Term.** The effective date of this Contract is July 1, 2025. It terminates on June 30, 2026 unless sooner terminated as provided herein.

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

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

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

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

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

N/A

Initials: \_\_\_\_\_

Contractor      EBRCSA



EBRCSA

## STANDARD CONTRACT

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: Government Code Section 31000.

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

### **EAST BAY REGIONAL RADIO COMMUNICATIONS SYSTEM AUTHORITY**

CHAIRMAN, BOARD OF DIRECTORS

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

Board Chair Jon King

### **CSI TELECOMMUNICATIONS, INC.**

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

Catherine F. Newman, President

### **TRYG, INC.**

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

Craig W. Trygstad, President

Initials: \_\_\_\_\_

Contractor      EBRCSA

### PAYMENT PROVISIONS

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, EBRCSA will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor: \$200,000.00 per fiscal year, from July 1, 2025 to June 30, 2026.
2. **Payment Demands.** Contractor shall submit written demands for payment on their stationary in a manner and form acceptable to EBRCSA . Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by EBRCSA's Executive Director, or his designee, EBRCSA will make payments as specified in Section C of the Service Plan, Payment Provisions.
3. **Penalty for Late Submission.** If EBRCSA is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to EBRCSA a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, EBRCSA shall not pay Contractor for such services to the extent EBRCSA's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** EBRCSA has the right to withhold payment to Contractor when, in the opinion of EBRCSA expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay EBRCSA the full amount of EBRCSA's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: \_\_\_\_\_

Contractor      EBRCSA

- A. **Contractor's Obligations:** During the term of this Contract, Contractor will work with EBRCSA employees, contractors, subcontractors, and agents under the direction of the Executive Director, to provide telecommunications permitting assistance, Federal Communications Commission ("FCC") license application engineering/frequency coordination, and preparation of specifications for EBRCSA's Microwave and Public Safety Radio Systems.
- B. **Scope of Work:** Under the terms of this Service Plan, Contractor will perform the following professional services, which include but are not limited to the following:
1. Radio frequency coordination, permitting, application, selection, radio site construction period filing, monitoring of all County microwave and land mobile radio frequency licensing;
  2. Resolution of radio frequency interference reports or complaints against EBRCSA;
  3. Creation and/or filing of radio frequency interference reports on EBRCSA's behalf;
  4. Radio frequency coordination for application of new frequencies or changes to existing frequencies;
  5. Monitor, locate, coordinate and resolve radio frequency interference;
  6. Provide radio frequency and system performance or usage analysis;
  7. Provide radio or microwave infrastructure engineering;
  8. FCC Part 90 radio frequency license monitoring, protection, and licensing services;
  9. FCC Part 91 Microwave frequency protection services;
  10. Attend EBRCSA meetings, National Public Safety Planning Advisory Committee Region 6 Meetings, and other appropriate meetings and/or conferences at the request of the Executive Director;
  11. Preparation and electronic filing of FCC applications;
  12. Preparation of other FCC documents and filings as directed by the Executive Director;
  13. Radio systems engineering;
  14. Oversight of projects pertaining to the EBRCSA system.

Initials: \_\_\_\_\_

Contractor      EBRCSA

**C. Payment Provisions:** Contractor shall submit said invoices no later than 30 days after the end of the month in which the services upon which such demand is based were rendered. Subject to the payment limit set forth in Section 4 (Payment Limit) of this Contract, EBRCSA will pay Contractor for services rendered under this Contract at the rate of \$250.00 per hour billed in increments of a quarter hour. Subject to the Payment Limit, the Department may revise the foregoing payment provisions through an Administrative Amendment to this contract as provided by Section 8(b) of the attached General Conditions. Contractor may pay fees on behalf of EBRCSA for registration, permits, and licenses related to EBRCSA's radio frequency rights after receiving written approval from EBRCSA. EBRCSA will reimburse Contractor for the payment of these fees in the amount of the payment, without markup. Contractor will be reimbursed for mileage expenses at the prevailing Federal mileage reimbursement rate and for other expenses at their actual cost without an administrative mark-up.

Initials: \_\_\_\_\_  
Contractor EBRCSA



## GENERAL CONDITIONS

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

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

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

Initials: \_\_\_\_\_

Contractor      EBRCSA

6. **Reporting Requirements.** Pursuant to Government Code section 7550, Contractor must include in all documents and written reports completed and submitted to EBRCSA in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of the Contract exceeds \$5,000.
7. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-days advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
  - b. **Failure to Perform.** EBRCSA, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, EBRCSA may proceed with the work in any reasonable manner it chooses. The cost to EBRCSA of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to EBRCSA's rights to recover damages.
  - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-EBRCSA funding for this Contract ceases, this Contract is terminated without notice.
8. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
9. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and EBRCSA's Executive Director, or designee, on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
10. **Modifications and Amendments.**
  - a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA's Executive Director, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA, subject to any required state or federal approval.
  - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and EBRCSA's Executive Director, subject to any required state or federal approval, provided that such

Initials: \_\_\_\_\_

Contractor      EBRCSA

administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

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

Initials: \_\_\_\_\_

Contractor      EBRCSA



its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by EBRCSA, Contractor will complete a "Statement of Economic Interest" form and file it with EBRCSA and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with EBRCSA. Contractor covenants that Contractor, its employees and officials, are not now employed by EBRCSA and have not been so employed by EBRCSA within twelve months immediately preceding this Contract. Contractor will indemnify, defend, and hold EBRCSA harmless from any and all claims, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

18. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associated, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
  - b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
  - c. The provisions of this Section 18. are subject to the California Public Records Act, Cal. Govt. Code Sec. 7920.000 *et seq.*, including all requirements for disclosure of records, and all exemptions applicable to records.
19. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to any qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
20. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless EBRCSA and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceedings, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by EBRCSA, Contractor will defend any such suits at its sole cost and expense. If EBRCSA elects to provide its own defense, Contractor will reimburse EBRCSA for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of EBRCSA or

Initials: \_\_\_\_\_

Contractor      EBRCSA



any other person; provided, however, that Contractor is not required to indemnify EBRCSA for the portion of liability a court determines is attributable to the sole negligence or willful misconduct of EBRCSA, its officers and employees. This provision will survive the expiration or termination of this Contract.

21. **Insurance.** During the entire term of this Contract any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include EBRCSA and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to Policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under the Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and the Contractor must provide EBRCSA with a copy of the endorsement making EBRCSA an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees at the applicable statutory limits.
- c. **Certificate of Insurance.** The Contractor must provide EBRCSA with (a) certificates(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire a new insurance policy(ies) or amend the coverage afforded through and endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** The insurance policies provided by the Contractor must include a provision for thirty (30) days written notice to EBRCSA before cancellation or material change of the above-specified coverage.

22. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to EBRCSA must be addressed to the Executive Director of EBRCSA. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to EBRCSA is the date

Initials: \_\_\_\_\_

Contractor      EBRCSA

of receipt by the Executive Director of EBRCSA.

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

Initials: \_\_\_\_\_

Contractor      EBRCSA

Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide EBRCSA with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or EBRCSA. If any such audit is required, Contractor must provide EBRCSA with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. EBRCSA may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until EBRCSA receives the audit from the Contractor.

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

Initials: \_\_\_\_\_  
Contractor      EBRCSA



TEL: (415) 751-8845

**CSI TELECOMMUNICATIONS, Inc.**CONSULTING ENGINEERS  
P.O. Box 635, Novato, CA 94948-0635EBRCSA  
Attn: Mr. David L. Swing  
Office of Executive Director  
4985 Broder Boulevard  
Dublin, CA 94568

December 4, 2025

Dear Mr. Swing:

CSI Telecommunications, Inc. (CSI) is closing our business operations effective December 31, 2025. Cathy will issue a final invoice for payment as early in January as possible for work performed for EBRCSA in December, 2025. She will begin the process of settling CSI's obligations and dissolving operations after January 1, 2026.

Thus, we respectfully request that EBRCSA approve the transfer of the Agreement between CSI and EBRCSA to TRYG, INC. for all work performed from January 1, 2026 – June 30, 2026. TRYG, INC. will issue its first invoice in February 2026 for any work performed in January 2026.

Craig has been CSI's Engineering Manager since 2020 and was working on EBRCSA projects prior to that. Please rest assured that if EBRCSA agrees to the transfer that the same technical team will be working for you in January, 2026 ensuring project continuity for EBRCSA.

Records Retention. CSI's most recent technical work is preserved as digital files but Cathy will spend the first part of 2026 reviewing paper plans / documents to identify any that are necessary for compliance with the Records Retention sections of our Agreement with you. Any paper documents that are stored digitally or are 8 years or older will be securely destroyed.

It has been an honor and privilege to work with you and your predecessor, Tom McCarthy, as well as the EBRCSA Board of Directors. Thank you for your professionalism and support, it has been much appreciated by both of us.

Catherine F. Newman  
President  
CSI TELECOMMUNICATIONS, INC.Craig W. Trygstad, P.E. / PMP  
President  
TRYG, INC.

**RESOLUTION NO. 25-xx**

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

\*\*\*\*\*

**A RESOLUTION AUTHORIZING THE BOARD CHAIR TO EXECUTE AND THE EXECUTIVE DIRECTOR TO IMPLEMENT THE CONTRACT WITH CSI TELECOMMUNICATIONS TO PROVIDE EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (EBRCSA) WITH TECHNOLOGICAL SERVICES, ENGINEERING SERVICES, ASSISTANCE WITH FCC LICENSING AND PROJECT MANAGEMENT SERVICES FOR A NOT TO EXCEED AMOUNT OF \$200,000**

**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 has been working with CSI Telecommunications, Inc. (“CSI”) for several years through a contract between the Contra Costa Department of Information Technology and CSI; and

**WHEREAS**, the EBRCSA has an increased need for CSI’s services as it moves forward with the maintenance and upgrades to the System, and develops a Capital Replacement plan, and therefore desires to contract directly with CSI; and

**WHEREAS**, staff and CSI have negotiated a twelve-month contract on a time-and-materials basis at a \$250.00 hourly charge for the term of the contract with a not-to-exceed fiscal year price of \$200,000; and

**WHEREAS**, funds are available for the agreement and will be identified as to specific source; and

**WHEREAS**, the contract may be transferred from CSI Telecommunications to Tryg, Inc with all terms and conditions in full effect; and

**WHEREAS**, the Operations and Finance Committees recommend that EBRCSA enter into the agreement.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it approves the contract with CSI Telecommunications and authorizes the Board Chair to sign and the Executive Director to implement the terms aligned with the intent of the Board of Directors; and

**IT IS FURTHER RESOLVED**, that if necessary and with the Executive Director’s concurrence, the contract may be transferred, or assigned to CSI Telecommunications’ successor in interest, be it Tryg, Inc. or another entity as long as the contract’s terms and conditions remain in full force and effect; and



**BE IT FURTHER RESOLVED**, that the Executive Director is authorized to take all actions and execute all documents necessary to effect the purpose and intent of this Resolution.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 12th day of December 2025 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

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Jocelyn Kwong, Board 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: DECEMBER 12, 2025**

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

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

**SUBJECT:** FY2024/25 Audited Financial Statements

**RECOMMENDATIONS:**

Accept the 2025 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 2024-2025, 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 did not have any material or adverse findings in the assessment of the audited financial statements.

**COMMITTEE RECOMMENDATION:**

Aligned with Board policy, a sub-committee of Finance Committee members provided oversight and input during the audit process. At their November 21, 2025 meeting the Finance Committee recommended presenting the 2025 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, 2025**

**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***

Pace Stokes, Assistant Sheriff, Alameda County  
David Haubert, Member, Alameda County Board of Supervisors  
Susan Muranishi, County Administrator, Alameda County  
Michael Casten, Undersheriff, Contra Costa County  
Ken Carlson, Supervisor, Contra Costa County  
Monica Nino, County Administrator, Contra Costa County

#### ***City Representatives***

Justin Ezell, Assistant City Manager, City of Concord  
Karen Stepper, Mayor, Town of Danville  
Mark Salinas, Mayor, City of Hayward (Currently serving as Vice Chair)  
Jestin Johnson, City Administrator, City of Oakland  
Shannon Shaw, Mayor, City of Oakley  
Linda Smith, City Manager, City of Orinda  
Gerry Beaudin, City Manager, City of Pleasanton  
Matt Rodriguez, City Manager, City of San Pablo  
Cindy Silva, Councilmember, City of Walnut Creek

#### ***Public Safety Representatives***

Angela Averiett, Police Chief, City of San Leandro  
Jon King, Police Chief, City of Moraga (Currently serving as Board Chair)  
Damon Covington, Fire Chief, City of Oakland  
Jonas Aguiar, Deputy Fire Chief, San Ramon Valley Fire Protection District

#### ***Special District Representative***

Roberto Filice, Police Chief, East Bay Regional Park District

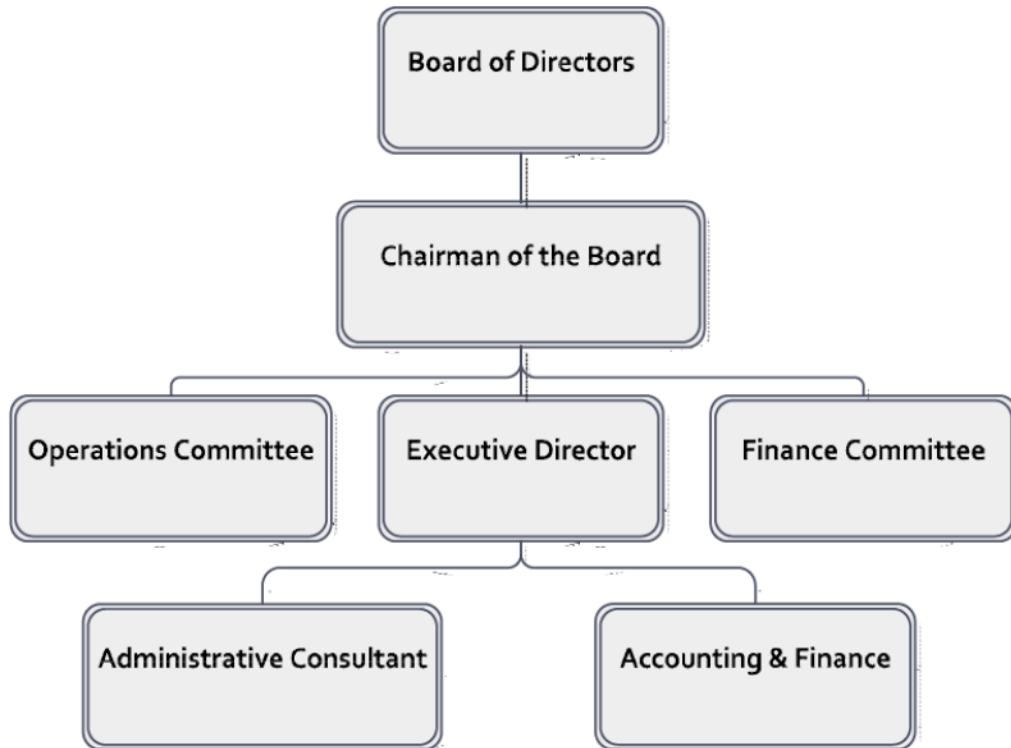
### **Management Personnel**

#### ***Executive Director***

David Swing

## East Bay Regional Communications System Authority

### Organization Chart



## East Bay Regional Communications System Authority

### Members

The EBRCSA currently has 73 member agencies. Participating jurisdictions 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 Coast Guard  
US Marshals

#### ***Other***

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

#### ***Cities***

City of Alameda  
City of Albany  
City of Antioch  
City of Benicia  
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, 2025, 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, 2025, 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*

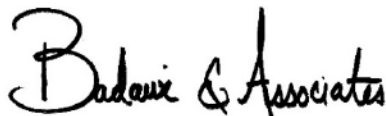
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental 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.

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 14, 2025

**East Bay Regional Communications System Authority**  
**Management's Discussion and Analysis (Unaudited)**  
**For Fiscal Year Ended June 30, 2025**

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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, 2025. 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 2025 by \$29,617,884. Of this amount, \$18,884,459 represents unrestricted net position, which may be used to meet the Authority's ongoing obligations.
- The Authority's total net position increased by \$1,996,422 which was primarily due to collection of past due member fees and offset by amortization and depreciation of lease and capital assets.
- The Authority's total outstanding long-term obligations decreased by \$2,385,613 during the current fiscal year because of principal payments. Service Payments (revenues obligated for debt payments) increased by \$45,330, or 2.7 percent, and exceeded debt obligations by \$1,062,334.

**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, 2025**

**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, 2025 and 2024**

	<b>June 30, 2025</b>	<b>June 30, 2024</b>	<b>Change</b>	
<b>Assets:</b>				
Current assets	\$ 19,029,511	\$ 14,697,873	\$ 4,331,638	29.5%
Capital assets, net	17,355,059	22,297,532	(4,942,473)	-22.2%
Lease assets, net	243,447	313,004	(69,557)	-28.6%
<b>Total Assets</b>	<b>36,628,017</b>	<b>37,308,409</b>	<b>(680,392)</b>	<b>-1.8%</b>
<b>Liabilities:</b>				
Current liabilities	2,589,710	2,821,865	(232,155)	-8.2%
Noncurrent liabilities	4,420,423	6,865,082	(2,444,659)	-35.6%
<b>Total Liabilities</b>	<b>7,010,133</b>	<b>9,686,947</b>	<b>(2,676,814)</b>	<b>-27.6%</b>
<b>Net Position:</b>				
Net investment in capital assets	10,733,425	13,333,410	(2,599,985)	-19.5%
Unrestricted	18,884,459	14,288,052	4,596,407	32.2%
<b>Total Net Position</b>	<b>\$ 29,617,884</b>	<b>\$ 27,621,462</b>	<b>\$ 1,996,422</b>	<b>7.2%</b>

In fiscal year 2025, total assets decreased by \$680,392 or 1.8 percent. The decrease is due to a decline in capital assets of \$4,942,473 due to depreciation costs, and lease assets of \$69,557 resulting from amortization expenses. This was offset by an increase in current assets of \$4,331,638 or 29.5 percent. Current assets increased primarily due to an increase in cash of \$4,906,677 or 38.4 percent, offset by a decrease in accounts receivable by \$581,956 due to member dues collected.

Total liabilities decreased by \$2,676,814 or 27.6 percent. This was the result of a decrease in long term liabilities of \$2,444,659, and a decrease in accounts payable of \$274,819. The decrease in accounts payable was due to the timely payments to vendors and the decrease in long term liabilities was as a result of debt payments.

Total net position increased by \$1,996,422 or 7.2 percent. This was a result of an increase in unrestricted net position of \$4,596,407 or 32.3 percent and a decrease of net investment in capital assets of \$2,599,985 or 19.5 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, 2025**

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 \$29,617,884 as of June 30, 2025, an increase of \$1,996,422 compared to June 30, 2024.

**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:

	<u>June 30, 2025</u>	<u>June 30, 2024</u>	<u>Change</u>	
<b>Operating revenues:</b>				
Operating payments	\$ 10,325,640	\$ 6,651,092	\$ 3,674,548	55.2%
Other operating revenues	<u>1,725,992</u>	<u>1,665,120</u>	<u>60,872</u>	<u>3.7%</u>
Total operating revenues	<u>12,051,632</u>	<u>8,316,212</u>	<u>3,735,420</u>	<u>44.9%</u>
<b>Operating expenses:</b>				
Maintenance	4,761,536	4,961,848	(200,312)	-4.0%
Depreciation and amortization	5,084,728	4,997,033	87,695	1.8%
Other operating expenses	<u>657,221</u>	<u>746,450</u>	<u>(89,229)</u>	<u>-12.0%</u>
Total operating expenses	<u>10,503,485</u>	<u>10,705,331</u>	<u>(201,846)</u>	<u>-1.9%</u>
<b>Non-operating revenues/(expenses):</b>				
Interest expense	(190,897)	(246,821)	55,924	-22.7%
Interest income	<u>639,172</u>	<u>400,600</u>	<u>238,572</u>	<u>59.6%</u>
Total non-operating revenues/(expenses)	<u>448,275</u>	<u>153,779</u>	<u>294,496</u>	<u>191.5%</u>
Change in net position	1,996,422	(2,235,340)	4,231,762	-189.3%
Net position – beginning of period	<u>27,621,462</u>	<u>29,856,802</u>	<u>(2,235,340)</u>	<u>-7.5%</u>
Net position – end of period	<u>\$ 29,617,884</u>	<u>\$ 27,621,462</u>	<u>\$ 1,996,422</u>	<u>7.2%</u>

Total change in net position increased by \$1,996,422 for the fiscal year ended June 30, 2025, because of the following:

- Total operating revenues increased by \$3,735,420 or 44.9 percent. This was due to an increase in operating payment revenues of \$3,674,548 or 55.2 percent and an increase in other operating revenues of \$60,872 or 3.7 percent. The reason for the increase in operating payments and other operating revenues is primarily due a smaller allowance for doubtful accounts adjustments as the Authority has collected aged receivables, higher radio costs associated with member dues, and an implementation of a delinquency fee for outstanding invoices.
- Total operating expenses decreased by \$201,846 or 1.9 percent. The cause for the decrease was primarily due to a decrease in maintenance expense of \$200,312 and a reduction of other operating expense of \$89,229, offset by an increase in depreciation expense of \$87,695.

**East Bay Regional Communications System Authority**  
**Management's Discussion and Analysis (Unaudited)**  
**For Fiscal Year Ended June 30, 2025**

- Total non-operating revenues increased by \$238,572 or 59.6 percent due to higher rates of return on investment and total non-operating expenses decreased by \$55,924 or 22.7 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 \$17,355,059, 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 \$938,387 was primarily due to acquisition of encryption equipment. The decrease in the Authority's capital assets for fiscal year 2025 of \$5,880,860 was primarily due to annual depreciation and the transfer of assets in construction in progress to machinery and equipment.

**Capital Assets**  
**For the Year Ended June 30, 2025**

	<b>2024</b>	<b>Increases</b>	<b>Decreases</b>	<b>2025</b>
Construction in progress	\$ 865,689	\$ 1,625	\$ (865,689)	\$ 1,625
Structures and improvements	553,819	-	(174,890)	378,929
Machinery and equipment	20,686,927	936,762	(4,779,880)	16,843,809
Software	191,097	-	(60,401)	130,696
Total	<u>\$ 22,297,532</u>	<u>\$ 938,387</u>	<u>\$ (5,880,860)</u>	<u>\$ 17,355,059</u>

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, 2025, the Authority had long-term debt outstanding of \$6,865,081. The Authority's total debt decreased by \$2,385,613 as a result of principal payments made to its debtors.

**Outstanding Long-term Debt**  
**For the Year Ended June 30, 2025**

	<b>2024</b>	<b>Increases</b>	<b>Decreases</b>	<b>2025</b>
Series A	\$ 1,080,000	\$ -	\$ (346,000)	\$ 734,000
Series B	719,000	-	(230,000)	489,000
Leases	347,782	-	(65,196)	282,586
Financed purchase obligations	7,103,912	-	(1,744,417)	5,359,495
Total	<u>\$ 9,250,694</u>	<u>\$ -</u>	<u>\$ (2,385,613)</u>	<u>\$ 6,865,081</u>

Additional information about the Authority's long-term debt can be found in Note 4 (page 16) 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 \$31 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 2024-2025.

The Authority adopted its fiscal year 2025-2026 budget on May 30, 2025.

### **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, 2025**

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**Assets:**

Current assets:

Cash and cash equivalents (Note 2)	\$ 18,851,553
Receivables (Note 7)	52,496
Prepaid expenses	125,462
Total current assets	<u>19,029,511</u>

Noncurrent assets:

Capital assets, not being depreciated (Note 3)	1,625
Capital assets, net of accumulated depreciation (Note 3)	17,353,434
Lease assets, net of accumulated amortization (Note 3)	243,447

<b>Total assets</b>	<u><b>36,628,017</b></u>
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**Liabilities:**

Current liabilities:

Accounts payable (Note 7)	91,951
Interest payable	52,101
Unearned revenue	1,000
Bonds payable (Note 4)	600,000
Leases payable (Note 4)	69,365
Financed purchase obligations (Note 4)	1,775,293
Total current liabilities	<u>2,589,710</u>

Noncurrent liabilities:

Bonds payable (Note 4)	623,000
Leases payable (Note 4)	152,012
Financed purchase obligations (Note 4)	3,645,411

<b>Total liabilities</b>	<u><b>7,010,133</b></u>
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**Net Position**

Net investment in capital assets	10,733,425
Unrestricted	18,884,459
<b>Total net position</b>	<u><b>\$ 29,617,884</b></u>

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, 2025**

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**Operating revenues:**

Initial payments	\$ 1,800
Service payments	1,709,250
Operating payments	10,338,336
Miscellaneous	2,246
<b>Total operating revenue</b>	<b>12,051,632</b>

**Operating expenses:**

Administration	272,533
Audit fees	19,899
Depreciation	5,015,171
Amortization	69,557
Insurance	86,952
Legal	16,326
Licenses and permits	2,328
Maintenance	4,761,536
Membership fees	1,809
Security	34,282
Utilities	219,692
Website hosting	3,400
<b>Total operating expenses</b>	<b>10,503,485</b>

<b>Operating income (loss)</b>	<b>1,548,147</b>
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**Non-operating revenues (expenses):**

Interest expense	(190,897)
Interest income	639,172
<b>Total non-operating revenues (expenses)</b>	<b>448,275</b>

Change in net position	1,996,422
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Net position - beginning of period	27,621,462
Net position - end of period	\$ 29,617,884

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, 2025

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**Cash flows from operating activities:**

Receipts from members	\$ 12,634,588
Payments to suppliers and service providers	(5,752,859)
Net cash provided by operating activities	<u>6,881,729</u>

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

Principal paid on financing	(2,385,613)
Interest paid on financing	(208,279)
Acquisition and construction of capital assets	(72,698)
Net cash used in capital and related financing activities	<u>(2,666,590)</u>

**Cash flows from investing activities:**

Interest received on pooled cash	<u>741,047</u>
Net cash provided by investing activities	<u>741,047</u>

**Net increase in cash and cash equivalents**

4,956,187

**Cash and cash equivalents - beginning of period**

13,895,366

**Cash and cash equivalents - end of period**

\$ 18,851,553

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

Operating income	\$ 1,548,147
Adjustments for non-cash activities:	
Depreciation expense	5,015,171
Amortization expense	69,557
Changes in assets and liabilities:	
Accounts receivable	581,956
Prepaid expenses	(59,283)
Prepaid interest	-
Accounts payable	(274,819)
Unearned revenues	1,000
Total adjustments	<u>5,333,582</u>
Net cash provided by operating activities	<u>\$ 6,881,729</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:

Type of Asset	Estimated Useful Life in Years
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.



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 \$10,711,355 in net investment in capital assets as of June 30, 2025.

*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, 2025.

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, 2025, the Authority’s cash and cash equivalents were as follows:

Cash and cash equivalents	\$ 18,851,553
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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, 2025 was 833 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 of 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, 2025

Capital asset activities of the Authority for the year ended June 30, 2025, are as follows:

	Balance June 30, 2024	Increases	Decreases	Balance June 30, 2025
Capital assets, not being depreciated:				
Construction in progress	\$ 865,689	\$ 1,625	\$ (865,689)	\$ 1,625
Total capital assets, not being depreciated	865,689	1,625	(865,689)	1,625
Capital assets, being depreciated:				
Structures and improvements	2,554,131	-	-	2,554,131
Machinery and equipment	52,950,155	936,762	-	53,886,917
Software	885,687	-	-	885,687
Total capital assets, being depreciated	56,389,973	936,762	-	57,326,735
Less accumulated depreciation for:				
Structures and improvements	(2,000,312)	(174,890)	-	(2,175,202)
Machinery and equipment	(32,263,228)	(4,779,880)	-	(37,043,108)
Software	(694,590)	(60,401)	-	(754,991)
Total accumulated depreciation	(34,958,130)	(5,015,171)	-	(39,973,301)
Total capital assets, being depreciated, net	21,431,843	(4,078,409)	-	17,353,434
Capital assets, net	22,297,532	(4,076,784)	(865,689)	17,355,059
Lease assets, being amortized:				
Structures and improvements	474,135	-	-	474,135
Total lease assets, being amortized	474,135	-	-	474,135
Less accumulated amortization for:				
Structures and improvements	(161,131)	(69,557)	-	(230,688)
Total lease assets, being amortized, net	\$ 313,004	\$ (69,557)	\$ -	\$ 243,447

### 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, 2025 amounted to \$646,916 compared to pledged revenues earned of \$1,709,250.

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, 2025**

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**Changes in Long-Term Obligations**

The changes in long-term obligations for the year ended June 30, 2025 are as follows:

<b>Description</b>	<b>Beginning Balance</b>			<b>Ending Balance</b>	
	<b>July 1, 2024</b>	<b>Increases</b>	<b>Decreases</b>	<b>June 30, 2025</b>	<b>Amounts Due Within One Year</b>
Series A	\$ 1,080,000	\$ -	\$ (346,000)	\$ 734,000	\$ (360,000)
Series B	719,000	-	(230,000)	489,000	(240,000)
Leases	286,572	-	(65,196)	221,376	(69,365)
Financed purchase obligations	7,165,122	-	(1,744,417)	5,420,705	(1,775,293)
<b>Total</b>	<b>\$ 9,250,694</b>	<b>\$ -</b>	<b>\$ (2,385,613)</b>	<b>\$ 6,865,081</b>	<b>\$ (2,444,658)</b>

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

**Series A**

<b>Year Ending June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2026	360,000	29,727	389,727
2027	374,000	15,147	389,147
	<b>\$ 734,000</b>	<b>\$ 44,874</b>	<b>\$ 778,874</b>

**Series B**

<b>Year Ending June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2026	240,000	19,805	259,805
2027	249,000	10,084	259,084
	<b>\$ 489,000</b>	<b>\$ 29,889</b>	<b>\$ 518,889</b>

# East Bay Regional Communications System Authority

## Notes to Basic Financial Statements

June 30, 2025

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
2026	1,775,293	95,947	1,871,240
2027	1,806,716	64,524	1,871,240
2028	1,838,695	32,545	1,871,240
	<u>\$ 5,420,704</u>	<u>\$ 193,016</u>	<u>\$ 5,613,720</u>

<b><u>Leases</u></b>			
Year Ending June 30,	Principal	Interest	Total
2026	69,365	6,641	76,006
2027	73,726	4,560	78,286
2028	78,285	2,349	80,634
	<u>\$ 221,376</u>	<u>\$ 13,550</u>	<u>\$ 234,926</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, 2025 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
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

Coverage Description	Deductible	Insurance Coverage
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 14, 2025 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, 2025, were comprised of the following:

Vendor	Amount
County of Contra Costa	\$ 14,876
County of Alameda	283
Other non-related parties	76,792
	<u>\$ 91,951</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 \$12,051,632 for the year ended June 30, 2025. Operating revenues include \$2,752,575 of receivables previously considered uncollectible. Operating revenues are reported net of allowances of \$120,595. 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, 2025

Related party receivables as of June 30, 2025, were comprised of the following:

Member	Amount
Accounts Receivable:	
Alameda County Bayshore Ambulance Company	\$ 1,080
ATF	68,580
CA Dept of Corrections (CDCR)	272,384
California State University East Bay	12,960
City of El Cerrito	168,204
City of Richmond Fire Department	73,080
Contra Costa Fire District	4,000
Dept of Corrections - OCS	4,480
Eagle Amulance	16,200
Falcon Critical Care Transportation	28,696
Lawrence Berkeley National Laboratory	3,792
Lawrence Livermore Lab	21,934
Livermore Pleasanton Fire Department	12,800
Medic Ambulance	27,931
Norcal Ambulance	13,416
Oakland International Airport	1,214
Oro Loma Sanitary District	108,452
Port of Oakland	38,589
Sonoma County Ambulance c/o Life West	3,240
U.S. Coast Guard	7,520
U.S. Marshals Service	12,332
Total Accounts Receivable	900,884
Less: Allowance for Doubtful Accounts	(848,388)
Net Accounts Receivable	52,496
Total Receivables	\$ 52,496



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



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

November 14, 2025

Badawi and Associates, CPAs  
5901 Christie Avenue, Suite 307  
Emeryville, CA 94608

This representation letter is provided in connection with your audit of the financial statements of the East Bay Regional Communication System Authority as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of the Authority in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of November 14, 2025:

### **Financial Statements**

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 18, 2025, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility 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.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.

5. We have reviewed, approved, and taken responsibility for the financial statements and related notes.
6. We have a process to track the status of audit findings and recommendations.
7. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
8. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
9. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
10. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
11. We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements* (FASB Accounting Standards Codification™ (ASC) 450, *Contingencies*), and we have not consulted a lawyer concerning litigation, claims, or assessments.
12. All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
13. All funds and activities are properly classified.
14. All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
15. All components of net position are properly classified and, if applicable, approved.
16. Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
17. All revenues within the statement of activities have been properly classified as general revenues
18. All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
19. All interfund and intra-entity transactions and balances have been properly classified and reported.
20. Special items and extraordinary items have been properly classified and reported.



21. Deposit and investment risks have been properly and fully disclosed.
22. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
23. With regard to investments and other instruments reported at fair value:
  - a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - c. The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
  - d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

#### **Information Provided**

24. We have provided you with:
  - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
  - b. Additional information that you have requested from us for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. All transactions have been recorded in the accounting records and are reflected in the financial statements.
25. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
26. We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.
27. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - a. Management;
  - b. Employees who have significant roles in internal control; or
  - c. Others where the fraud could have a material effect on the financial statements.
28. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.

29. We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation, claims, or assessments.
30. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
31. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
32. The Authority has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
33. We have disclosed to you all guarantees, whether written or oral, under which the Authority is contingently liable.
34. We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
35. For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
36. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
37. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
38. There are no:
  - a. Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62



- d. Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- 39. The Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- 40. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 41. The Authority has satisfactory title to all owned assets (not right to use assets that are leased), and there are no liens or encumbrances on such capital assets; nor has the Authority pledged any capital assets as collateral.
- 42. There have been no cybersecurity breaches or other cyber events whose effects should be considered for disclosure in the financial statements, as a basis for a loss contingency, or otherwise considered when preparing the financial statements.
- 43. The significant judgments made in making the accounting estimates have taken into account all relevant information of which we are aware.
- 44. We have consistently and appropriately selected and applied methods, assumptions, and data when making accounting estimates.
- 45. The assumptions we used in making and disclosing accounting estimates appropriately reflect our intent and ability to carry out specific courses of action on behalf of the Authority, when relevant to the accounting estimates and disclosures.
- 46. The disclosures related to accounting estimates, including those disclosures describing estimation uncertainty, are complete and are reasonable in the context of the applicable financial reporting framework.
- 47. We have obtained and applied appropriate specialized skills and expertise in making accounting estimates.
- 48. We are not aware of any events subsequent to the date of the financial statements that require adjustment to our accounting estimates and related disclosures included in the financial statements.
- 49. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, line of credit, or similar arrangements have been properly disclosed.
- 50. Provisions for uncollectible receivables have been properly identified and recorded.
- 51. The methods and significant inputs and assumptions used to determine fair values of financial instruments are determined by the Authority's investment custodians.
- 52. Tax exempt bonds issued have retained their tax exempt status.

54. With respect to the management's discussion and analysis (RSI) accompanying the financial statements:

- a. We acknowledge our responsibility for the presentation of the RSI in accordance with U.S. GAAP.
- b. We believe the RSI, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
- c. The methods of measurement or presentation have not changed from those used in the prior period.
- d. There were no significant assumptions or interpretations underlying the measurement or presentation of the RSI.

Signed by:

*David Swing*

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David Swing

Executive Director

East Bay Regional Communications System Authority

DocuSigned by:

*Craig Boyer*

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Craig Boyer

General Accounting Assistant Controller

County of Alameda

# East Bay Regional Communications System Authority

Dublin, California

*Auditor's Communication with  
Those Charged with Governance*

*For the year ended June 30, 2025*



November 14, 2025

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

We have audited the financial statements of the East Bay Regional Communications System Authority (Authority) as of and for the year ended June 30, 2025, and have issued our report thereon dated November 14, 2025. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated September 18, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.



### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

### **Significant Risks Identified**

We have identified the following significant risks:

- *Risk of Management Override of Internal Controls* – A risk of management override of internal controls exists at any entity where management can change or decide not to perform that entity's internal controls.
- *Revenue Recognition Risk* – Errors in revenue recognition can affect bond covenant ratios and the net position of the Authority.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 1 to the financial statements. The Authority adopted new accounting policies related to financial reporting by implementing GASB Statements No. 101 Compensated Absences and GASB Statements No. 102 Certain Risk Disclosures in fiscal year June 30, 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are capital asset depreciation and useful life, and allowance for doubtful accounts.

Management's estimate of capital assets depreciation and useful life, and allowance for doubtful accounts is based on historical useful lives of such assets, and historical collectability on receivables, respectively. We evaluated the key factors and assumptions used to develop the estimate of capital assets depreciation and useful life, and allowance for doubtful accounts assumptions and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Authority's financial statements relate to:

- Summary of Significant Accounting Policies
- Cash and Investments
- Capital Assets

#### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. We encountered no such misstatements.

#### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the attached letter dated November 14, 2025.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

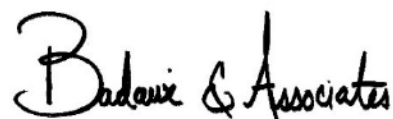
In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

### **Other Information Included in the Financial Statements**

Pursuant to professional standards, our responsibility as auditors for the introductory section, whether financial or nonfinancial, included in the Authority's financial statements, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Board, and management of the Authority and is not intended to be and should not be used by anyone other than these specified parties.



Badawi & Associates, CPAs  
Emeryville, California  
November 14, 2025

# East Bay Regional Communications System Authority

Dublin, California

*Auditors' Communication of  
No Material Weaknesses*

*For the year ended June 30, 2025*







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

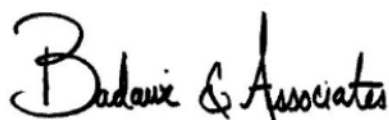
In planning and performing our audit of the basic financial statements of East Bay Regional Communications System Authority (Authority) as of and for the year ended June 30, 2025, in accordance with auditing standards generally accepted in the United States of, we considered the Authority's internal 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

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.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of management, the Board, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.



Badawi & Associates, CPAs  
Emeryville, California  
November 14, 2025



**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. 4.5**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 12, 2025**

**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:**

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 13, 2025, the total current year outstanding balance is approximately \$348,552 and the combined total is \$775,498. Attachment 1 contains a condensed A/R Aging Summary showing the outstanding accounts provided by and verified by the County Auditor's Office. By comparison, the combined total at this time last year was \$3,251,302.

The 90-day A/R Aging Summary balance is higher than presented at the Finance Committee. The amount presented at the Finance Committee included credits applied for the reconciliation of invoices. For example, the Board approved a write-off of \$208,184 which impacted the total balance owed.

The Finance Committee reviewed the A/R Aging Detail and recommended its presentation to the Board of Directors

**Attachment**

**1. Accounts Receivable Aging**

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# East Bay Regional Communications System

## A/R Aging Summary

11/13/2025

As of November 13, 2025

	1 - 90	TOTAL
Alameda County Bayshore Ambulance Company	-	1,080.00
CA Dept of Corrections (CDCR)	-	272,384.00
CA Dept of Corrections Adult/ (CDCR/DAPO)	86,664.00	86,664.00
California State University East Bay	-	12,960.00
City of Alameda Power (AMP)	17,136.00	17,136.00
CoCo Commun. Collge. Dist. Police Dept.	28,704.00	28,704.00
Contra Costa County Fire District	-	4,000.00
Dept of Corrections- OCS	-	4,480.00
Eagle Ambulance	19,320.00	35,520.00
Falcon Critical Care Transportation	-	28,696.00
Lawrence Berkeley National Laboratory	3,712.00	7,504.00
Lawrence Livermore Lab	7,176.00	6,396.00
Livermore Pleasanton Fire Department	-	12,800.00
Medic Ambulance	-	2,539.20
Norcal Ambulance	-	13,416.00
Oakland International Airport	1,104.00	2,318.40
Port of Oakland	-	38,588.80
Sonoma County Ambulance c/o Life West	1,656.00	4,896.00
U.S. Coast Guard	5,520.00	7,640.00
U.S. Marshals Service	4,232.00	14,448.00
University of California, Berkeley	173,328.00	173,328.00
<b>TOTAL</b>	<b>348,552.00</b>	<b>775,498.40</b>



**East Bay Regional  
Communications  
System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, 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. 4.6**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: DECEMBER 12, 2025**

**TO:** Board of Directors

**FROM:** Jon B. King, Board Chair

**SUBJECT:** Consider Adoption of a Resolution Authorizing the Board Chair to Sign an Amended Professional Services Contract with Swing and Associates LLC for Executive Director Services

**RECOMMENDED ACTION:**

Consider adoption of resolution authorizing the Board Chair to sign an amended professional services contract with Swing and Associates LLC for Executive Director services.

**SUMMARY/DISCUSSION:**

The Authority's contract with the current Executive Director is with David Swing, sole proprietor of David Swing Consulting and Investigations (Attachment 1). Director Swing has formed a Limited Liability Corporation named Swing and Associates LLC and desires to place his consulting contracts under one entity. The new entity will be established on January 1, 2026.

The attached contract amendment (Attachment 2) changes the entity name from David Swing Consulting and Investigations to Swing and Associates LLC. There are no other recommended changes to the contract at this time and no fiscal impact as a result of this amendment. Director Swing's monthly compensation remains the same.

**Attachments:**

1. Current contract with Amendment 1
2. Resolution with proposed contract amendment

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**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.

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



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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**



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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.

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**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

  
\_\_\_\_\_  
Paige Meyer, Chairperson of the Board

DAVID SWING CONSULTING AND  
INVESTIGATIONS

  
\_\_\_\_\_  
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 wilful 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 control 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  


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.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	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.



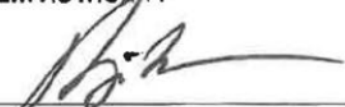
This Agreement may be executed on behalf of a Party by affixing either a manual signature, or a digital signature that satisfies the requirements of Government Code section 16.5 and Title 2, California Code of Regulations, sections 22000 through 22005.

- 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

  
Paige Meyer, Board Chair

DAVID SWING

  
David Swing

Attest:

  
Caroline Soto, Authority Clerk

Approved as to Form:

  
~~Laura McKinney~~, Authority Attorney  
Richard D. Pio Rode

## **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).

**PRODUCER**

Next First Insurance Agency, Inc.  
PO Box 60787  
Palo Alto, CA 94306

**CONTACT****NAME:**

PHONE (A/C No. Ext): (855) 222-5919

FAX (A/C No. Ext):

**E-MAIL:**

ADDRESS: support@nextinsurance.com

**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: State National Insurance Company, Inc.

12831

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

David Swing  
David Swing DBA David Swing Consulting and Investigations

**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 SUBR (REQD) 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 - COM/PROP AGG \$1,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED 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 <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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.

**CERTIFICATE HOLDER**

East Bay Regional Communications System Authority  
4985 Broder Blvd  
Dublin, CA 94568

**LIVE CERTIFICATE**

Click or scan to view

**CANCELLATION**

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. 24-20**

**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 Bm. King, seconded by Bm. Ezell, the foregoing resolution was passed and adopted this 6th day of December 2024 by the following votes:

**AYES:** C. Andersen, A. Averiett, J. Beltran, J. Calabrigo, D. Covington, J. Diaz, J. Ezell, J. King, M. Nino, S. Perkins, M. Rodriguez, M. Salinas, P. Stokes, M. Toms

**NOES:** None

**ABSTENTIONS:** None

**ABSENT:** G. Beaudin, R. Filice, N. Gallo, D. Haubert, S. Muranishi

**ATTEST:**

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



**RESOLUTION NO. 25-xx**

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

\*\*\*\*\*

**AUTHORIZING THE BOARD CHAIR TO SIGN A PROFESSIONAL SERVICES  
CONTRACT WITH DAVID SWING OF SWING AND ASSOCIATES, LLC FOR  
EXECUTIVE DIRECTOR SERVICES**

**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**, 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 General Counsel has reviewed the proposed contract amendments and approves them as to form.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it approves the contract amendment with David Swing, Swing and Associates LLC to the accompanying Exhibit A and authorizes the Board Chair to sign the contract amendment.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 12th day of December 2025 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

ATTEST:

---

Jocelyn Kwong, Board Secretary



**AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT BETWEEN  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY AND  
DAVID SWING, SWING AND ASSOCIATES LLC  
FOR EXECUTIVE DIRECTOR SERVICES**

This **Amendment No.2** ("Amendment") is made by and between the East Bay Communications System Authority ("EBRCSA") and David Swing ("Consultant") (together sometimes referred to as the "Parties") as of January 1, 2026, and amends that certain Standard Services Agreement ("SSA" 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 Consultant's business entity.

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

1. The AGREEMENT for professional services is made between the East Bay Regional Communications System Authority ("**Authority**") and David Swing, Swing and Associates Limited Liability Corporation, ("**Consultant**") (collectively "**Parties**" and individually "**Party**"); and

2. 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, SWING & ASSOCIATES LLC

---

Jon B. King, Board Chair

---

David Swing, Principal  
Swing & Associates, LLC

Attest:

---

Jocelyn Kwong, Board 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. 7.1**

#### **AGENDA STATEMENT BOARD OF DIRECTORS MEETING MEETING DATE: DECEMBER 12, 2025**

**TO:** Board of Directors

**FROM:** Jon B. King, Board Chair

**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, Board meetings 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 and vice versa.

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

#### **RECOMMENDED ACTION:**

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