



## **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: May 29, 2026**

**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)**

**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 March 20, 2026**

**4.2 Award and Authorize Executive Director to Execute and Implement Contracts with Tryg Inc, Federal Engineering, and Micheal Gokey for Engineering Analysis, Frequency Services and Project Management**

**5. Written Communications: None**

**6. Public Hearings: None**

7. **Action Items:**

- 7.1 Adopt Resolution Authorizing the Executive Director to Implement a Policy for the Cost Recovery by Member Agencies of Utility Related Expenses
- 7.2 Provide Direction for the Payment of Services Performed by Alameda County Information Technology Department
- 7.3 Adopt FY 2026/27 EBRCSA Operating and Capital Budget

8. **Committee Updates:**

- 8.1 Receive Informational Report on Recent Finance Committee Activities
- 8.2 Receive Informational Report on Recent Operations Committee Activities

9. **Reports:**

- 9.1 Receive Status Update on Walton Lane and Pearl Radio Sites
- 9.2 Receive Status Update on Subscriber Workgroup

10. **Agenda Items for Next Meeting**

- 10.1 Radio System Replacement

11. **Board Comments:**

12. **Adjournment**

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

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



David L. Swing  
Executive Director  
Dated: 05/25/26

5635749.1



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 4.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: MAY 29, 2026**

**TO:** Board of Directors

**FROM:** David L. Swing, Executive Director

A handwritten signature in black ink, appearing to read "David L. Swing".

**SUBJECT:** Approval of Minutes of the March 20, 2026 Board of Directors Meeting

**RECOMMENDATIONS:**

Approve the minutes of the March 20, 2026 Board of Directors Meeting.

**SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the March 20, 2026 Board of Directors Meeting.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the March 20, 2026 Board of Directors Meeting.



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**BOARD OF DIRECTORS MEETING**

**REGULAR MEETING**

**DATE: March 20, 2026**

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

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

**DRAFT MINUTES**

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

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

Present: C. Andersen, A. Averiett, G. Beaudin, J. Beltran (voting alternate), D. Covington, J. Diaz, T. Dupuis (voting alternate), J. Ezell, R. Filice, N. Gallo, M. Rodriguez, M. Shorr (voting alternate), L. Smith, K. Stepper, P. Stokes, M. Toms

Absent: J. Aguiar, D. Haubert, J. Johnson, J. King, M. Salinas

Bm. Averiett arrived at 10:07 a.m. (item 7.1)

**2. Introductions and Recognition**

**3. Public Comments – None**

**4. Consent Calendar**

Executive Director Swing noted an amendment to agenda item 4.4 changing the recommended amount not to exceed to \$75,000 from \$50,000.

On motion of Bm. Rodriguez, seconded by Bm. Stepper, and by unanimous vote, the Board approved the amendment to item 4.4 for a dollar amount not to exceed \$75,000.

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

**4.1 Approval of Minutes from the Board Meeting of December 12, 2025**

Recommendation: Approve the minutes of the December 12, 2025 Board of Directors meeting.

**4.2 Accept Mid-Year Budget Report**

Recommendation: Accept the mid-year budget update.

**4.3 Consider Adoption of a Resolution to Sell Eight (8) Juniper Routers to Solano County for the Benicia and Vallejo Radio Sites for \$14,354.29**

Recommendation: Adopt Resolution No. 26-01 to sell eight Juniper routers to Solano County for the Benicia and Vallejo radio sites for \$14,354.29.

**4.4 Consider the Approval of an Amount Not to Exceed \$75,000 for New Equipment for the Fire Station 31 Radio Site**

Recommendation: Approve an amount not to exceed \$75,000 for new equipment for the Fire Station 31 radio site.

**4.5 Approve the Purchase and Installation of Radio Equipment from Public Safety Innovation for the Pearl Radio Shelter Project in the Amount of \$46,022.13**

Recommendation: Approve the purchase and installation of radio equipment from Public Safety Innovation for the Pearl Radio Shelter Project in the amount of \$46,022.13.

**4.6 Approve an Update to the 2026 EBRCOA Committee Meeting Calendar**

Recommendation: Approve the updated 2026 EBRCOA Committee meeting calendar rescheduling the May 8, 2026 Committee meetings to May 15, 2026.

**5. Written Communications: None**

**6. Public Hearings: None**

**7. Action Items**

Bm. Averiett arrived at 10:07 a.m.

**7.1 Create an Ad-hoc Workgroup to Evaluate the Expansion of EBRCOA Subscribers**

Recommendation: Form an ad-hoc workgroup to evaluate increasing the number of subscribers using the East Bay Regional Communications System.

Executive Director Swing noted that the departure of the cities of Benicia and Vallejo will result in a loss of approximately \$260,000 in subscriber fees. Both the Finance and Operations Committees recommended the formation of a workgroup to evaluate expansion of subscribers.

On motion of Bm. Shorr, seconded by Bm. Beltran, and by unanimous vote, the Board approved the formation of the workgroup as recommended with the following members: Boardmembers Shaw, Toms, Ezell, Rubio (alternate).

- 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 Pearl Reservoir Radio Shelter from Cell-Site Solutions for \$157,682.63

Recommendation: Adopt Resolution No. 26-02 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 Pearl Reservoir Radio Shelter from Cell-Site Solutions for \$157,685.63

Executive Director Swing stated the goal for the procurement is for the lightweight shelter including design of the foundation and installation of the shelter. The purchase will be allocated from the capital improvements fund.

On motion of Bm. Gallo, seconded by Bm. Stepper, 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 provided an overview that the mid-year budget report was discussed along with the maintenance of the two radio shops. The Finance Committee requested that the Executive Director conduct a time and rate study. The evaluation has started and is ongoing. It is anticipated that there will be a change in the next fiscal year to an hourly rate model in order to establish a clearer comparison of expenses. The committees also discussed the Migration Assistance Plan offered by Motorola and a request for proposals for radio services.

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

This meeting was not held due to lack of quorum.

## **9. Reports**

- 9.1** Receive Status Update on City of Antioch Walton Lane Radio Site

Executive Director Swing stated that he is working with an architect to prepare bid documents and anticipates that the work will go out to bid before the next board meeting, with the intention to bid both the Pearl and Walton sites together for competitive pricing.

**10. Agenda Items for Next Meeting**

**10.1** Adoption of FY26/27 Budget

**10.2** Policy for Cost Recovery of Utility Costs by Member Agencies

**10.3** Contracts for Engineering Services

**10.4** Proposal for Motorola Migration Assistance Plan

**11. Board Comments**

In response to Board comments, Executive Director Swing stated that the GPS portable radios plan is in progress with Motorola with existing member agencies having the option to activate the feature.

**12. Adjournment**

There being no further business, the meeting adjourned at 10:27 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: MAY 29, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Award and Authorize Executive Director to Execute and Implement Contracts with Tryg Inc, Federal Engineering, and Micheal Gokey for Engineering Analysis, Frequency Services and Project Management.

**SUMMARY/DISCUSSION:**

During the renewal of the CSI contract the Finance Committee asked staff to evaluate other engineering firms on behalf of EBRCSA. Staff were aware that Solano County had recently conducted a similar assessment of three firms. Staff contacted each of the engineering firms to assess their interest in participating in an assessment of their qualifications. Each of the three firms expressed an interest in participating. The three firms were Banyan Networks, CSI Telecommunications and Federal Engineering.

Senior leadership from the radio shops for Alameda County and Contra Costa County and the Executive Director met with each of the three firms and rated their qualifications based on predetermined essential qualifications. Each member of the assessment team rated the firms individually then reported on their rankings. The members of the assessment team were unanimous in their ranking. CSI ranked first, Federal Engineering ranked second, and Banyan Networks ranked third.

The assessment team recommends CSI Telecommunications (now Tryg Incorporated) as the primary engineering firm and Federal Engineering as a back-up or secondary firm.

Craig Trygstad is the President and Founder of Tryg Incorporated. Mr. Trygstad has more than 40 years' experience in the telecommunications industry and has performed work on behalf of EBRCSA for more than 10 years. Mr. Trygstad is supported by a team of other senior engineers. Tryg Inc.'s hourly rate is \$225 and the contract is included for review as Attachment 1.

**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)**



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Federal Engineering (FE) was established in 1983 and provides telecommunications engineering services for cities and counties throughout the United States including more than 40 in California. FE will be used for special projects and when Tryg Inc is not available. FE's hourly rate varies from \$185 to \$291 an hour based on the level of support needed. While based in Virginia, FE has consultants that reside throughout the U.S. FE's contract is included for review as Attachment 2.

Additionally, staff requests approval of a consulting contract for Michael Gokey. Mr. Gokey recently retired from Santa Clara County as its manager of radio services. Mr. Gokey has more than 40 years of experience in the telecommunications industry. Prior to working for Santa Clara County, Mr. Gokey previously worked for Motorola Solutions Inc. installing and maintaining land mobile radio equipment. Staff intends to use Mr. Gokey's subject matter expertise on special projects. Mr. Gokey's hourly rate is \$250 and the contract is included for review as Attachment 3.

The proposed contracts were reviewed by Authority Counsel and recommended by the Finance Committee.

### **FISCAL IMPACT:**

There is no new fiscal impact associated with recommending this contract renewal, as sufficient funds are allocated and included for these professional services within the proposed FY 2026-2027 budget.

### **Attachments**

1. Tryg Inc. Contract
2. Federal Engineering Contract
3. Michael Gokey Contract

**Professional Services Agreement**  
**Between the East Bay Regional Communications System Authority and TRYG Incorporated Regarding**  
**Radio Technology and Engineering Consulting Services**

This Professional Services Agreement (“**Agreement**”) is made and entered into effective July 1, 2026 (“**Effective Date**”), by and between the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "**Authority**"), and Tryg Incorporated, a California Corporation (“**Tryg**”). The Authority and Tryg are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

**RECITALS**

A. The Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "**Act**"), formed by the local agencies (the "**Members**") that are signatories to a Joint Exercise of Powers Agreement dated as of September 11, 2007 (the "**JPA Agreement**"), and has developed a P25 compliant communications system serving Alameda and Contra Costa Counties and individual political jurisdictions therein (the "**Project**"). Tryg includes staff qualified to perform certain telecommunications services to support the Project.

B. On June 30, 2025, the Parties entered into an Agreement for CSI Telecommunications and Tryg’s provision of engineering, project management and consulting services to support the Project, at an hourly rate to be paid by the Authority, during an original term of one year (“**Original Agreement**”).

The last amendment to the Original Agreement was adopted by the Parties in 2025, and that amendment set a new termination date of June 30, 2026 (“**2025 Amendment**”).

C. With the adoption of the 2025 Amendment, the Parties expressed their desire to continue their Agreement and cooperation. The Parties now wish to continue their Agreement and cooperation pursuant to this Agreement beginning on the Effective Date, under the terms and conditions as set forth herein, in order to more accurately designate their respective duties given the passage of time.

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

**Agreement**

1. Recitals.

The foregoing recitals are true and correct and hereby incorporated herein.

2. Term and Termination.

(a) **Termination of Original Agreement; Term of Agreement.** The Original Agreement, as most recently amended by the 2025 Amendment, is hereby terminated and replaced with this Agreement as of the Effective Date. This Agreement commences on the Effective Date and it shall remain in full force and effect until terminated (“**Term**”).

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

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

3. Access.

Authority shall allow Tryg authorized personnel access to Authority’s radio sites for the purpose of performing the services pursuant to this Agreement.

4. Scope of Work.

(a) **Services.** Under the terms of this Agreement, Tryg will perform the following professional services as directed by EBRCSA, which include but are not limited to the following:

On a time and expenses basis:

1. Radio frequency coordination, permitting, application, selection, and resolution of radio frequency interference reports or complaints against EBRCSA.
2. Radio frequency coordination for application of new frequencies or changes to existing frequencies.
3. Identification and resolution of radio frequency interference.
4. Analysis of frequency and system performance or usage.
5. Provide radio or microwave infrastructure engineering.
6. Preparation and electronic filing of FCC applications.
7. Preparation of other FCC documents and filings as directed by the Executive Director;
8. Radio systems engineering;
9. Oversight of projects pertaining to the EBRCSA system.
10. Support with vendor proposals and projects.
11. Ongoing cost analysis and recommendations.
12. Coverage analysis
13. Radio site development and improvement support
14. Monitoring of all EBRCSA microwave and land mobile radio frequency licenses
15. Review of other licensee’s microwave Prior Coordination Notices (PCN)
16. Creation and/or filing of radio frequency interference reports on EBRCSA’s behalf;
17. Reviews of requests for Letters of Concurrence (LOC).
18. License renewals

19. Administrative changes
20. Filing of Construction Completion Notices
21. Representation at the Region 6 700 MHz and Region 6 800 MHz Frequency Coordination Committees.

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

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

5. Information Sharing.

The Parties agree to share, and keep confidential to the fullest extent permitted by law, information as necessary to carry out their respective duties as set forth herein.

6. Payment for Services.

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

(i) Regular Rate. Two-hundred twenty-five dollars (\$225) per hour (the "**Regular Rate**") for Services performed on a time and expense basis.

(ii) Increases in the Regular Rate. July 1, 2027 and each July 1 thereafter during the Term, Tryg may increase the Regular Rate up to 3%.

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

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

(d) **Invoices.**

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

Tryg is paid for all Services and third-party services performed, and all materials purchased, during the term of this Agreement.

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

(e) **Audit Exceptions.** During the term of this Agreement and for three years following its termination Tryg agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by state or federal audit agencies resulting from Tryg's performance under this Agreement. Within 30 days of written demand by Authority, Tryg shall pay Authority the full amount of Authority's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Tryg's failure to perform properly any of its obligations under this Agreement.

#### 7. Indemnification/Hold Harmless.

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

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

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

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

#### 8. Insurance.

(a) **Required Policies.** Each Party shall secure and maintain throughout the Term, at its sole expense,

insurance coverage required under this Section. At its sole discretion, a Party may elect to self-insure for any or all policies of insurance required under this Section. Prior to the Effective Date, each Party shall provide the other Party evidence of insurance coverage or satisfactory statements of self-insurance meeting the requirements specified below:

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

(ii) Automobile Liability Insurance, with a minimum limit of liability per occurrence of One Million Dollars (\$1,000,000) for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

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

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

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

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

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

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

## 9. Notice.

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

To Tryg:  
Tryg Inc.  
Attn: Craig Trygstad  
1511 Elgio Lane  
Davis, CA 95618

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

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

10. Governing Law and Venue.

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Venue in any proceeding or action among the Parties arising out of this Agreement shall be in Contra Costa County, California and Federal Courts in the Northern District of California.

11. Amendment.

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

12. Entire Agreement.

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

13. Severability.

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

14. Execution in Counterpart.

This 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 counterparts, 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.

15. Compliance with Laws.

In performing any services required under this Agreement, the Parties shall observe and comply with all applicable Federal, State and local laws and regulations, including but not limited to, licensing, employment, and purchasing practices and wages, hours, and conditions of employment, including nondiscrimination.

16. Inspection.

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

17. Records.

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

18. Further Specifications for Operating Procedures.

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

19. Copyrights and Rights in Data.

Tryg will not publish or transfer any materials produced or resulting from activities supported by this Agreement without the express written consent of Authority's Executive Director. If any material is subject to copyright, Authority reserves the right to copyright, and Tryg agrees not to copyright such material. If the material is copyrighted, Authority reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

20. No Waiver.

The failure of any Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

21. No Partnership.

The relationship between the Parties shall not be that of partners, agents, joint venturers, a joint powers authority, or joint enterprise of any kind, and nothing contained in this Agreement shall be deemed to

constitute a partnership or agency Agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

22. No Employee Relationship.

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

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

(c) Each Party and its respective officers, officials, agents, employees, volunteers, contractors, or any individual or agency for which the Party is legally liable shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or pensions or annuities that are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees and each Party agrees to indemnify and hold the other Party harmless from any and all liability which they may incur because of their failure to pay such accounts.

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

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

23. No Third-Party Beneficiary.

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

24. Authority to Enter into Agreement.

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

[Signatures on following page]

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

**TRYG INCORPORATED**

---

Craig Trygstad, President

**EAST BAY REGIONAL  
COMMUNICATIONS SYSTEM  
AUTHORITY**

ATTEST:

---

Authority Secretary

---

Board of Directors Chair

APPROVED AS TO FORM:

---

Richard D. Pio Roda Authority Counsel

5595750.1

## BASIC SERVICE AGREEMENT

This BASIC SERVICE AGREEMENT (this "Agreement") is made this \_\_\_\_ day of 2026 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 1800 Alexander Bell Drive, Suite P-120, Reston, VA 20191, (hereinafter called "**FE**") and the East Bay Regional Communications System Authority (EBRCSA) a Joint Powers Authority (JPA), having offices at 4985 Broder Boulevard, Dublin, California 94568 (hereinafter called the "**Client**").

The period of performance of this Agreement (the "Term"), for the purpose of issuing Task Orders hereunder, is from July 1, 2026, to June 30, 2029 (the "End Date"). The Term of this Agreement may only be extended by mutual agreement by both parties in writing.

Subject to the provisions of this Agreement, **FE** shall, in accordance with Task Orders issued hereunder and approved by the **Client** and **FE**, perform tasks in the general area of telecommunications, information technology, and management consulting services.

### 1. STATEMENT OF WORK:

1.1 **FE** will complete the initial work as described in its Proposal "Federal Engineering-East Bay RCSA CA PRO LMR OTS 20260112.pdf", which is attached and made part of this agreement.

1.2 The **Client** or **FE** may, from time to time during the Term of this Agreement, issue written Task Orders detailing the services to be delivered under this Agreement by specifying: (a) the statement of work to be performed; (b) security requirements, if any; (c) the ceiling price or other fee amount, including all charges, expenses, and travel authorizations, if any; and (d) any other applicable instructions. To be valid and deemed to be a Task Order to be performed under this Agreement, approved Task Orders must be executed by both parties and, thereupon, shall be incorporated into this Agreement by reference.

1.3 Except as expressly set forth in the terms of a Task Order signed by both Client and **FE**, in the event a conflict exists between the terms of a Task Order and the terms of this Agreement, the terms of this Agreement shall control.

2. CLIENT OBLIGATIONS: Nothing herein shall be construed as an obligation of the **Client** to issue, or to **FE** to consent to, any Task Orders hereunder and the limit of the **Client's** and **FE's** duties shall extend only to Task Orders as may be approved by **Client** and **FE** in accordance with this Agreement. All Task Orders are subject to review and acceptance by **FE**; acceptance of which shall be provided by **FE** returning a copy of the fully signed Task Order to **Client**.

3. COMPENSATION:

3.1. For any fixed-price Task Orders, **FE** will submit invoices to **Client** in accordance with the agreed-upon milestone schedule showing the tasks that have been completed.

3.2. For any time and materials Task Orders, **FE** will submit invoices to **Client** monthly in accordance with **FE's** then-current Rates and Terms indicated, a copy of which is set for and incorporated into this Agreement as Schedule A.

3.3. Unless stated otherwise in any Task Order, payment of all invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except Federal income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. INDEPENDENT CONTRACTOR: **FE** shall be deemed at all times to be an independent contractor of the **Client** and shall not be deemed to be an employee, joint venturer, or other nature of partner of the **Client**. Neither **FE** nor its personnel shall at any time, or for any purpose, be considered employees or agents of the **Client**. The **Client** is hereby contracting with **FE** for the services described in the approved Task Order(s). **FE** is not required to perform the services during a fixed hourly or daily time, and if the services are performed at the **Client's** premises, then **FE's** time spent at the premises is to be at the discretion of **FE**, subject to the **Client's** normal business hours and security requirements. **FE** hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to **FE** to enable **FE** to perform the services required hereunder. The services shall be performed by **FE**, and the **Client** shall not be required to hire, supervise or pay any assistants to help **FE** perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of **FE**, subject to compliance with any approved Task Order(s). Except to the extent that **FE's** work must be performed on or with the **Client's** computer or the **Client's** software, all materials used in providing the services shall be provided by **FE**. **FE** shall have and maintain insurance coverages in the normal course of **FE's** business and, in addition thereto, **FE** shall procure any specialized insurance that is specifically called for in writing and expressly set forth in an approved Task Order to this Agreement. The **Client** understands and agrees that as an independent contractor, **FE** does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on behalf of the **Client**.

5. WARRANTY: **FE** hereby warrants to the **Client** that **FE** is not under any obligation, contract, or agreement, nor has **FE** previously executed, any agreement with any third party that would, in any manner, prevent **FE** from giving, and the **Client** from receiving, the full benefit of **FE's** services as contemplated by this Agreement. **FE** makes no other warranties, whether written, oral, or implied, including without limitation warranty of fitness for purpose or merchantability. In no event shall **FE** be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has

been disclosed to **FE** in advance or could have been reasonably foreseen by **FE**, and in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to **Client** shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.

## 6. PROPRIETARY INFORMATION:

6.1. Both parties hereby agree that at all times both during the term of this Agreement and for a period of three (3) years after the End Date, that each party will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" or "CONFIDENTIAL" by the other party. Each party under the terms of this Agreement, will not disclose such information to any competitor, or other individual, corporation, or firm except when authorized to do so by the other party, in writing. Nothing herein shall be construed as to preclude either party from engaging in any occupation or endeavor that will not directly or indirectly involve the proprietary information of the other party.

6.2. Each party's obligations with respect to handling and using proprietary information of the other party as set forth in Section 6.1, above, are not applicable to: (a) Information that at the time of disclosure is or was either known to the party or disclosed in then-existing literature or patents or is or was in any other way in the public domain; (b) Information that after disclosure becomes known to the party by independent discovery or by casual observation or analysis of information provided by a third party; (c) Information that after disclosure becomes known to the party from a source other than the other party without breach of any obligation by the disclosing party; (d) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, (e) Information that is disclosable and not subject to an exemption from disclosure under the California Public Records Act (Cal. Govt. Code Secs. 7922.000 *et seq.*) and (f) Information available in the public domain.

## 7. RELEASE OF INFORMATION:

7.1 **FE** shall not make any public release of information in any medium concerning this Agreement without the prior review and approval of the **Client**.

7.2. Requests for review of any information and/or materials proposed for public release, in any medium whatsoever, shall be submitted in writing to an authorized representative of the **Client** for approval, which review and approval shall not be unreasonably withheld or delayed.

8. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by either party at any time, and for any reason, by giving written notice of such termination to the other party. Should the **Client** terminate this Agreement while work is in progress, **FE** shall, upon receipt of the notice of termination, stop all work as quickly as practical. The **Client** shall be responsible for all undisputed service fees, labor costs and expenses incurred by **FE** through the date that **FE** reasonably is able to terminate such work, as well as any **Client** approved demobilization costs.

9. ASSIGNMENT: Neither party shall assign or transfer this Agreement without the written consent of the other party.

10. GOVERNING LAW: This Agreement shall be interpreted, governed by, and construed in accordance with, and the rights of the parties shall be determined under, the laws of the State of California. The **Client** hereby agrees to pay all legal, court, and collection fees including, without limitation, attorneys' and expert witness fees, incurred by **FE** should the **Client** breach any term, condition or obligation created by this Agreement or for **FE** to collect any overdue invoices and other fees, costs, and expenses rendered to, for, and/or on behalf of the **Client**. The **Client** agrees that the venue for any and all disputes arising under and/or with respect to this Agreement shall be in the courts of Alameda County, California, and the **Client** hereby consents to the jurisdiction of said courts and waives any defense of *forum non-conveniens* with respect to said courts.

11. COMPLIANCE WITH APPLICABLE LAWS: Both parties agree to comply with all applicable laws, statutes, and orders of the United States Government and any political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. **FE** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this Agreement.

12. SET OFF: The **Client** acknowledges and further agrees that **FE** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to **FE**, whether arising under this Agreement or otherwise.

13. Not applicable.

14. NON-SOLICITATION: The **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of **FE**, nor encourage any employee, agent, or consultant of **FE**, to terminate such employee's, agent's, or consultant's work, business, or other professional relationship with **FE**. The **Client** further agrees that for the term of this Agreement, and for a period of one (1) year after the End Date, should the **Client** hire or engage any employee, agent, or consultant of **FE** to provide services to, for, and/or on behalf of the **Client**, whether directly or indirectly, then the **Client** shall pay to **FE** a finder's fee equal to seventy percent (70%) of each such employee's, agent's, and/or consultant's first-year total compensation package.

15. COOPERATIVE PROCUREMENT: This Agreement may be extended to other public agencies and political subdivisions including, but not limited to, Federal, state, county, and local entities, to permit those public entities to purchase in accordance with the pricing, terms, and conditions set forth in this Agreement. Notwithstanding the foregoing in this Section 15, each purchasing public entity will deal directly with **FE** with regard to the statement of work, order placement, delivery, invoicing, and payment

applicable to such public entity. The **Client** does not accept any responsibility or involvement in the purchase orders or contracts issued by other public entities.

16. **WAIVER:** The failure of **FE** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provision of this Agreement.

17. **FORCE MAJEURE:** **FE** shall not be responsible for **FE's** failure to fulfill its obligations under this Agreement due to causes that are beyond **FE's** reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, pandemics, riots, wars, terrorist acts, travel restrictions, or any other causes, directly or indirectly beyond **FE's** reasonable control, so long as **FE** is using its best efforts to remedy such failure or delays.

18. **CONSTRUCTION:** Paragraph numbers and headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. **NO THIRD-PARTY BENEFICIARIES:** Notwithstanding anything in this Agreement to the contrary, this Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns, if any, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. **ENTIRE AGREEMENT:** This Agreement supersedes all previous agreements, understandings, representations, warranties, and other statements, both oral and in writing, and contains all the terms and conditions of the transactions contemplated by this Agreement. All modifications to this Agreement must be reduced to writing as amendments and duly executed by both parties hereto.

21. **EFFECTIVE DATE:** This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors, and permitted assigns.

***Signature Page Follows***

**FEDERAL ENGINEERING, INC.**

**CLIENT**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Schedule A

GSA MAS Schedule 70  
Contract Number: GS-35F-0159Y  
Federal Engineering Rates

Labor Category	GSA Price w/IFF
Project Executive	\$291.94
Senior Program Manager	\$228.55
Project Manager	\$175.22
Senior Technology/Operations Specialist	\$252.54
Subject Matter Expert III	\$211.79
Senior Subject Matter Expert II	\$180.88
Subject Matter Expert I	\$154.28
Senior Network Analyst	\$185.31

**TERMS AND CONDITIONS**

1. GSA rates do not include state or local taxes.
2. Travel and meals on a per diem basis, will be invoiced at actual cost.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

***This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.***

**AGREEMENT FOR SERVICES BETWEEN THE  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY  
AND MICHAEL GOKEY**

This AGREEMENT is made and entered into this 29<sup>th</sup> day of May, 2026, by and between the EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY, a joint powers agency (“AUTHORITY” or “EBRCSA”), and Michael Gokey, an individual (“Consultant”)

**RECITALS**

The following recitals are a substantive portion of this Agreement:

1. The AUTHORITY’s main purposes are to enhance and improve communications, data sharing and other technological systems, tools and processes for protection of the public and public safety and to facilitate related local and regional cooperative efforts; and
2. The work conducted by the AUTHORITY in fulfilling this purpose is highly technical and in order to perform the underlying work needed to accomplish the AUTHORITY’s goal, the AUTHORITY must retain consultants who have specific knowledge and experience related to public safety technology, federal and state public safety grant programs, government budgeting processes, data sharing, radio communications, system interoperability and existing local and regional interoperability projects.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain CONSULTANT for the AUTHORITY to perform those services specified herein **THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

The CONSULTANT shall perform those services specified in detail in EXHIBIT A, entitled “SCOPE OF SERVICES,” which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from June 1, 2026 to June 30, 2028 subject to the provisions of Section 9 of this AGREEMENT.

**SECTION 3. COMPENSATION.**

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed Fifty Thousand Dollars (\$50,000) per fiscal year. The rate and schedule of payment is set out in EXHIBIT B, entitled “COMPENSATION.” which is attached hereto and incorporated herein.

**SECTION 4. METHOD OF PAYMENT.**

Each month, CONSULTANT shall furnish to the AUTHORITY a detailed statement of the work performed for compensation during the preceding month. The statement shall also include a detailed record of the month's actual reimbursable expenditures, if permitted.

**SECTION 5. INDEPENDENT CONTRACTOR.**

It is agreed that the CONSULTANT, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the AUTHORITY. As an independent contractor, the CONSULTANT shall obtain no rights to retirement benefits or any other benefits that may accrue to the AUTHORITY's employees, contractors, and the AUTHORITY's individual member entities, and the CONSULTANT hereby expressly waives any claim it may have to any rights.

**SECTION 6. ASSIGNABILITY.**

The parties agree that the expertise and experience of the CONSULTANT are material considerations for this AGREEMENT. The CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of the CONSULTANT's obligations, without the prior written consent of the AUTHORITY. Any attempt by the CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising shall be void.

**SECTION 7. INDEMNIFICATION.**

CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with this AGREEMENT indemnify, defend, and hold harmless the AUTHORITY and its officers, official agents, employees and volunteers from any liability, claims, actions, causes of action or demands against them including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the performance of this AGREEMENT by CONSULTANT or CONSULTANT's employees, officers, officials, agents or independent contractors. These costs and expenses shall include reasonable attorneys' fees of counsel of AUTHORITY's choice, expert witness fees and all other costs of litigation. The only exception to this indemnification is the sole negligence of the AUTHORITY.

**SECTION 8. NONDISCRIMINATION.**

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

**SECTION 9. TERMINATION.**

A. AUTHORITY may terminate this AGREEMENT at any time without cause upon 10 days written notice to CONSULTANT. CONSULTANT may terminate this AGREEMENT at any time without cause upon 30 days written notice to AUTHORITY.

- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, AUTHORITY may terminate this AGREEMENT immediately upon written notice.
- C. AUTHORITY's Executive Director is empowered to terminate this AGREEMENT on behalf of AUTHORITY.
- D. In the event of termination, CONSULTANT shall deliver to AUTHORITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, AUTHORITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.
- E. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT the AUTHORITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

**SECTION 10. GOVERNING LAW.**

The AUTHORITY and the CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California and venue shall be with the Alameda County Superior Court.

**SECTION 11. COMPLIANCE WITH LAWS.**

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 12. CONFIDENTIAL INFORMATION.**

All data, documents, discussions or other information developed or received by or for the CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the AUTHORITY or as required by law or for performance of the services.

**SECTION 13. OWNERSHIP OF MATERIALS.**

All reports, documents, electronic equivalents or other materials developed or discovered by the CONSULTANT to perform the services required shall be and remain the property of the AUTHORITY without restriction or limitation upon their use.

**SECTION 14. WAIVER.**

The CONSULTANT agrees that waiver by the AUTHORITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the AUTHORITY of the performance of any work or services by the CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

**SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.**

- A. The CONSULTANT shall maintain all documents and records that demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- B. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to the AUTHORITY, at any time during regular business hours, upon written request by the Executive Director, the AUTHORITY's Treasurer or the AUTHORITY's Auditor or a designated representative of any of these. Copies of documents shall be provided to the AUTHORITY for inspection at the AUTHORITY's address indicated for receipt of notices unless an alternative location is mutually agreed upon.

**SECTION 16. CONFLICT OF INTEREST.**

CONSULTANT shall avoid all conflicts of interest or appearance of conflict of interest in performance of this AGREEMENT. If requested to do so by the Executive Director, CONSULTANT shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700). If filing has been requested, the statement shall be filed within thirty (30) days of the date of this AGREEMENT, and annually by the first of April and upon termination of this AGREEMENT.

**SECTION 17. NOTICES.**

All notices, invoices, bills and other communications required to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid, addressed to the respective parties as follows:

To the AUTHORITY: David Swing, Executive Director  
EAST BAY REGIONAL COMMUNICATIONS  
SYSTEM AUTHORITY  
4985 Broder Blvd  
Dublin, CA 94568  
925-803-7802 Phone

To the CONSULTANT: Michael Gokey  
1548 Meadowlark Dr.  
Fairfield, CA. 94533  
707-673-6143

**SECTION 18. QUALIFICATIONS/STANDARD OF CARE.**

All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that they possess the professional and technical skills necessary to perform the Professional Services required by this AGREEMENT and that they have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees

and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 19. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including Exhibits A - C, represents the entire understanding of the parties as to those matters. No prior oral or written understanding shall be of any force or effect with respect to those matters. This AGREEMENT may only be modified by a written agreement signed by both parties.

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown above.

APPROVED AS TO FORM:

EAST BAY REGIONAL  
COMMUNICATIONS SYSTEM  
AUTHORITY

By: \_\_\_\_\_  
Richard D. Pio Roda  
EBRCSA General Counsel

By: \_\_\_\_\_  
David Swing  
Executive Director

“CONSULTANT”, Michael Gokey

By: \_\_\_\_\_  
Michael Gokey

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

The CONSULTANT shall provide to the AUTHORITY the services necessary to.

**SECTION 1. GENERAL.**

- A. The performance of all services by the CONSULTANT shall be to the satisfaction of the AUTHORITY, as determined or recommended by the Executive Director.
- B. The CONSULTANT shall coordinate all services with the AUTHORITY staff and contractors of AUTHORITY, as necessary.

**SECTION 2. BASIC SERVICES.**

As directed by AUTHORITY's Executive Director, CONSULTANT will provide professional services, including but not limited to:

- 2.1 Contractor shall provide technical support to the EBRCSA on an hourly basis as listed below:
  - A. Assist the Executive Director with EBRCSA end-to-end system equipment life cycle planning, implementation, potential system expansion, and cut over to upgraded technologies.
  - B. Assist the Executive Director with future EBRCSA system enhancements for network security and AES256 voice encryption and subscriber/fleet map management.
  - C. Assist the Executive Director with development of process to procurement services and hardware necessary to support the daily functions of EBRCSA.
  - D. Assist the Executive Director with the technical aspects for the management of contracts for services and materials that support EBRCSA.
  - E. Assist the Executive Director with EBRCSA capacity planning, dispatch center equipment migrations, interfaces with other technologies, and voice logging.
  - F. Assist the Executive Director with ERRCS/BDA systems, or other systems that may potentially utilize the EBRCSA operated radio frequencies or infrastructure.
  - G. Assist the Executive Director with the interoperability of local, state, and federal 911 public safety land mobile radio communications.
  - H. Provide additional technical services as requested by the Executive Director.

## **EXHIBIT B**

### **COMPENSATION**

All consultation services shall be compensated on an hourly basis at the rate of Two-Hundred-Fifty Dollars (\$250) per hour. Travel time to and from Bay Area meetings or work locations will be compensated at half rate (\$125/hr.).

Services will be provided via remote worker status and in-person meetings if needed.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any reimbursable expenses incurred shall not exceed Fifty Thousand Dollars (**\$50,000**) per year. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AUTHORITY.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

CONSULTANT, at CONSULTANT's sole cost and expense for the full term of this Agreement or any renewal, must obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Agreement. All policies shall be written in accordance with the laws of the State of California and providing coverage for any employees of CONSULTANT:

**A. Automobile Policy**

CONSULTANT shall also obtain, and keep in force during the term hereof, a policy of motor vehicle public liability insurance which shall afford not less than the following amounts of coverage: bodily injury liability \$15,000 each person, \$30,000 each occurrence; property damage liability, \$5,000 each occurrence. Total automobile liability coverage shall be not less than \$100,000.

**B. Comprehensive General Liability Policy**

In the event that this Agreement is for a not to exceed sum of \$50,000 per year or more than CONSULTANT shall maintain comprehensive general liability as follows:

Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The policies are to contain, or be endorsed to contain, the following provisions:

- a. The EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to AUTHORITY, its officers, employees, agents and contractors.
- b. CONSULTANT's insurance coverage shall be primary insurance as respects AUTHORITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by AUTHORITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided AUTHORITY, its officers, employees, agents, or contractors.

**C. Workers' Compensation and Employers' Liability Policy**

- a. This policy shall provide coverage for Workers' Compensation (Coverage A).
- b. This policy shall also provide coverage for \$1,000,000 Employers' Liability (Coverage B).

D. If, however, the CONSULTANT does not have any employees and does not wish to cover himself/herself for WORKERS' COMPENSATION, the CONSULTANT must sign the following statement in order to execute the Agreement.

**E. I, as CONSULTANT, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any WORKERS' COMPENSATION insurance coverage and, therefore, am signing this statement in lieu of providing the above required Workers' Compensation and Employers' Liability Policy.**

Signature:

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Michael Gokey



**East Bay Regional  
Communications  
System Authority**




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

**AGENDA ITEM NO. 7.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MAY 29, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Adopt a Resolution Authorizing the Executive Director to Implement a Policy for the Cost Recovery by Member Agencies of Utility Related Expenses

**RECOMMENDATIONS:**

Adopt a resolution authorizing the executive director to implement a policy for the cost recovery by member agencies of utility related expenses.

**SUMMARY/DISCUSSION:**

EBRCSA relies on a network of radio sites hosted by various member agencies across Alameda and Contra Costa Counties. Historically, the costs associated with power and utilities at these sites have been managed through various lease agreements or in-kind contributions. To ensure fiscal consistency and equity across the Authority, Staff has developed a standardized reimbursement policy for consideration by the Finance Committee.

At the February 27, 2026 meeting, the Committee directed the Executive Director to draft a policy for review that establishes a consistent practice for the reimbursement of expenses associated with its radio sites. The proposed policy standardizes the reimbursement process to simplify budgeting and provide predictable revenue for hosting agencies.

Presently, Alameda County is the only member agency that receives reimbursement for expenses associated with radio sites. According to a Memorandum of Understanding (MOU) from 2013, included as Attachment 2, Alameda County receives \$84,435 annually for utility and preventative maintenance expenses at eight sites. The term of the initial agreement with Alameda County was for five years commencing on July 1, 2012 and ending on June 30, 2017 with automatic annual renewals. The agreement allows for a 5% annual increase which has not been

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requested during the life of the MOU. Alameda County recently submitted a revised cost recovery request of \$169,863 – of which \$99,389 is for utility expenses and includes an administrative fee of 13.47%.

Contra Costa County supports 11 sites and does not receive reimbursement for utility and maintenance expenses. Contra Costa County sites include three Prime sites and nine radio sites. Contra Costa County submitted a cost recovery estimate of \$156,679 – of which \$47,887 is for utility expenses that includes a 5% administrative fee.

**FISCAL IMPACT:**

The proposed reimbursement rates are the average of the EBRCSA bills for standalone sites and the average requested reimbursement for shared or co-located sites. The amended reimbursement rate in Table 2 aligns with the Finance Committee’s direction of establishing a consistent reimbursement methodology and only reimbursing agencies for utility expenses.

**Table 2 – Number of Sites and Reimbursement**

	<b>Standalone (Number/Amount)</b>	<b>Shared (Number/Amount)</b>
<b>Prime Site</b>	1/\$33,600	5/\$8,453
<b>Radio Site</b>	16/\$16,800	15/\$7,556

Table 3 illustrates the recommended rates of reimbursement and the requested amounts from Alameda and Contra Costa Counties.

**Table 3 - Illustration of Eligible Reimbursement v. Requested Reimbursement**

	<b>Sites</b>	<b>Utility</b>	<b>Preventative Maintenance</b>	<b>Rent/Other</b>	<b>Total Requested</b>	<b>Eligible Amount</b>
<b>Alameda County</b>	8	\$99,389	\$70,474	0	\$169,863	\$99,218
<b>Contra Costa County</b>	11	\$47,887	\$81,722	\$28,216	\$156,679	\$84,910

Currently, the EBRCSA budget appropriates \$377,435 for the payment of utility expenses and site maintenance. If all agencies submitted for reimbursement, Staff estimates that utility expenses would be \$449,552 – requiring an additional appropriation of \$72,117 for the FY2026/27 budget. Through outreach and prior conversations, the Executive Director estimates agencies will seek reimbursement for costs associated with five of the six prime sites and, at

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



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least, 26 radio sites. The anticipated reimbursement for those agencies that have expressed a desire to seek reimbursement is \$341,196, requiring no budget amendment.

### **POLICY HIGHLIGHTS**

The proposed policy explicitly limits the scope of reimbursement to utility expenses. If adopted, the policy would not provide reimbursement for:

1. Staff costs for preventative maintenance of the physical structure.
2. Rent for shelter space, road maintenance or access improvements.
3. Upkeep of non-radio equipment or general site landscaping.
4. Any administrative fees in addition to what is already factored into the reimbursement formula

The Finance Committee recommends the policy to the Board of Directors for the adoption.

### **Attachments**

1. Agenda Report from February 27, 2026 Finance Committee Meeting
2. 2013 Memorandum of Understanding
3. Draft Policy for Reimbursement of Utility Expenses
4. Resolution



**East Bay Regional  
Communications  
System Authority**




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**AGENDA ITEM NO. 6**

**AGENDA STATEMENT  
FINANCE COMMITTEE  
MEETING DATE: FEBRUARY 27, 2026**

**TO:** Finance Committee

**FROM:** David Swing, Executive Director 

**SUBJECT:** Provide Policy Direction for Cost Recovery by Member Agencies

**RECOMMENDATIONS**

Provide policy direction to the Executive Director for member agencies to recover costs for member agency equipment and costs in support of EBRCSA operations.

**SUMMARY/DISCUSSION**

At the November 21, 2025 Finance Committee (Committee) meeting, the Committee discussed the feasibility for member agencies to recover the costs associated with EBRCSA infrastructure. The Committee directed the Executive Director to return at the next meeting with additional information to include the scope of cost recovery and its financial impact on the involved parties. The Committee also directed the Executive Director to evaluate the current PG&E rate structure to see if the Authority was utilizing the best plan or taking advantage of all available discounts.

**Background**

EBRCSA has 31 radio frequency (RF) sites and six prime sites. EBRCSA is billed by PG&E for eight of the RF sites, while the other 23 RF sites and six prime sites are paid by others. The average monthly utility bill paid by EBRCSA for a RF site is \$1,400. PG&E evaluated the electricity bills of the eight sites paid by EBRCSA and found that changing the rate plan is anticipated to save the Authority up to \$10,000 annually on electricity costs. These savings are not included in the projections as the assumptions have not been tested.



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The County of Alameda and EBRCSA entered into an agreement in 2013 wherein the County charges EBRCSA \$84,435 each year for utilities and preventative maintenance at eight sites. The agreement has not increased in cost since its inception. Utility and preventative maintenance expenses at the 21 other sites are paid for by the local agency. The exception is Contra Costa County who pays for utility service at some sites that are not on County owned land.

The Silicon Valley Regional Interoperable Authority (SVRIA) operates a single county radio system that is structured similarly to EBRCSA. The SVRIA site agreement is explicit on page two that member agencies with SVRIA infrastructure make an in-kind contribution for any expense associated to rent, utilities or maintenance costs. The SVRIA site agreement is included as Attachment 1.

**Fiscal Implications**

As stated earlier, the average utility cost per RF site is \$1,400. A RF site has less equipment than a prime site. Staff used an assumption of 2.5 times the cost of a RF site to estimate the utility usage at a prime site since prime sites have a meter shared by other users. Based those assumptions, annual utility costs are estimated to be \$773,055 as shown in Table 1. However, EBRCSA has \$377,435 appropriated for the provision of utility and preventative maintenance services at eight EBRCSA metered sites and six Alameda County sites.

**Table 1 - Projected Utility Costs**

Sites	Average	Monthly	Annual
<b>RF 31</b>	\$1,400	\$43,414	\$520,972
<b>Prime 6</b>	\$3,501	\$21,007	\$252,083
<b>Current Appropriation</b>			<b>(\$377,435)</b>
<b>Total</b>			<b>\$395,620</b>

The other two costs associated to infrastructure cost recovery are rent and preventative maintenance. Alameda and Contra Costa Counties estimate those costs to be \$424,478 annually. The projected total is \$1,320,000 which includes a 10% contingency. Staff included a contingency since the estimate does not include rent or preventative maintenance for sites not under the purview of either County.

There are three primary scenarios to pay for the additional costs should the Board adopt a policy that provides cost recovery by member agencies. The first scenario keeps rates the same and

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# East Bay Regional Communications System Authority



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reduces money available for capital replacement. The organizational impact of this scenario means there is less money available for the required platform migration. The current migration assistance plan is projected to be fully funded; however, reductions in capital funding will create a gap in funding. In the first scenario, the reserve fund balance starts at nearly \$15m and drops to \$8m by FY34/35.

### Option Two – Full Cost Recovery

The second scenario increases rates by \$3 per unit per month starting in FY30/31 and continuing a \$3 annual increase until FY34/35 to fund both cost recovery and the platform migration. This scenario increases subscriber costs from \$46 in FY 29/30 to \$60 per unit per month in FY 34/35. Table 2 illustrates the increased costs by member agency for the agencies represented on the Operations and Finance Committees. In the second scenario, the reserve fund balance starts at nearly \$15m and drops to \$12.6m by FY34/35.

**Table 2 – Projected Rate Increases Full Cost Recovery**

		FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35
		Base Rate		Annual Increases			
Agency	Units	46	49	52	55	57	60
Orinda	30	\$16,560	\$17,640	\$18,720	\$19,800	\$20,520	\$21,600
Moraga	32	\$17,664	\$18,816	\$19,968	\$21,120	\$21,888	\$23,040
San Leandro	199	\$109,848	\$117,012	\$124,176	\$131,340	\$136,116	\$143,280
Pleasanton	245	\$135,240	\$144,060	\$152,880	\$161,700	\$167,580	\$176,400
EBRPD	262	\$144,624	\$154,056	\$163,488	\$172,920	\$179,208	\$188,640
SRVFPD	358	\$197,616	\$210,504	\$223,392	\$236,280	\$244,872	\$257,760
Concord	393	\$216,936	\$231,084	\$245,232	\$259,380	\$268,812	\$282,960
Contra Costa	1,468	\$810,336	\$863,184	\$916,032	\$968,880	\$1,004,112	\$1,056,960
Oakland	3,228	\$1,781,856	\$1,898,064	\$2,014,272	\$2,130,480	\$2,207,952	\$2,324,160
Alameda Co	4,143	\$2,286,936	\$2,436,084	\$2,585,232	\$2,734,380	\$2,833,812	\$2,982,960

### Option Three – Cost Recovery for Utility Costs

The third scenario is to adopt a policy that provides for cost recovery of hard costs, such as utility costs, and requires in-kind contributions for soft costs such as preventative maintenance and shelter rent. If this policy were adopted by the Board, the annual fiscal impact is estimated to be \$395,620 based on anticipated costs and monies currently appropriated in the budget. The third scenario requires a \$1 per unit per month increase for four years which would increase the monthly cost from \$46 to \$50. In the third scenario, the reserve fund balance starts at nearly \$15m and drops to \$12m by FY34/35.

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**Table 3 – Projected Rate Increases Utilities Cost Recovery**

		FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35
		Base Rate	Annual Increase				
Agency	Units	46	46	47	48	49	50
Orinda	30	\$16,560	\$16,560	\$16,920	\$17,280	\$17,640	\$18,000
Moraga	32	\$17,664	\$17,664	\$18,048	\$18,432	\$18,816	\$19,200
San Leandro	199	\$109,848	\$109,848	\$112,236	\$114,624	\$117,012	\$119,400
Pleasanton	245	\$135,240	\$135,240	\$138,180	\$141,120	\$144,060	\$147,000
EBRPD	262	\$144,624	\$144,624	\$147,768	\$150,912	\$154,056	\$157,200
SRVFPD	358	\$197,616	\$197,616	\$201,912	\$206,208	\$210,504	\$214,800
Concord	393	\$216,936	\$216,936	\$221,652	\$226,368	\$231,084	\$235,800
Contra Costa	1,468	\$810,336	\$810,336	\$827,952	\$845,568	\$863,184	\$880,800
Oakland	3,228	\$1,781,856	\$1,781,856	\$1,820,592	\$1,859,328	\$1,898,064	\$1,936,800
Alameda Co	4,143	\$2,286,936	\$2,286,936	\$2,336,652	\$2,386,368	\$2,436,084	\$2,485,800

The policy recommendation weighs equity and fiscal sustainability. Currently, all users of the system pay the same price for services while some users also pay for utility and other costs associated with running the system. This model creates inequities for those agencies that host a radio site.

Another aspect of the policy discussion is the amount of administrative overhead the Authority finds to be reasonable. Staff found that the administrative charge by agency varies between 5% to 13%. Staff recommends a 5% cap on administrative overhead. Staff has not included the administrative charges in the projections.

**RECOMMENDATION**

Provide policy direction to the Executive Director for member agencies to recover costs for member agency equipment and costs in support of EBRCSA operations.

**Attachments:**

1. SVRIA Site License Agreement

**MEMORANDUM OF UNDERSTANDING  
FOR  
EBRCSA SUPPORT SERVICES**

This Memorandum of Understanding ("MOU") is entered into as of Friday, May 31, 2013 by and between the County of Alameda ("County"), a political subdivision of the State of California, acting by and through its General Services Agency ("GSA") and Information Technology Division (ITD), and the East Bay Regional Communications System Joint Powers Authority ("EBRCSA"), a cooperative agency established pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California, for the purpose of acquiring, planning, designing, constructing, operating and maintaining a P25 compliant or equivalent communications system (the "System") serving Alameda and Contra Costa Counties and their individual political jurisdictions under the authority of and pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the California Government Code (collectively, the "Parties").

**RECITALS**

WHEREAS, the EBRCSA has the power to acquire real, personal and intangible property and to plan, design, finance, construct, operate, and maintain public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto; and

WHEREAS, the EBRCSA desires to engage cost effective and responsive services related to the operation, and maintenance of public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto ("Communications Operations Support Services"); and

WHEREAS, GSA and ITD have the knowledge, skills, experience, and general qualifications necessary to assist EBRCSA through provision of Communications Operations Support Services; and

WHEREAS GSA has provided Communications Operations Support Services to support the EBRCSA design, installation, and ongoing maintenance on County owned communications towers, shelters, various County buildings, and at numerous city owned public safety answering points ("PSAP"); and

WHEREAS GSA and ITD will continue to provide radio system support services previously provided by the GSA Communications Electronics Division; and

WHEREAS GSA has already committed, time, staffing and resources to support the infrastructure and microwave communications at some of the same sites supporting the EBRCSA

System; and

WHEREAS, the County of Alameda has and will retain property ownership of communications infrastructure and therefore has an interest in ensuring appropriate maintenance and support of the infrastructure; and

WHEREAS, the EBRCSA desires to retain ITD and GSA for provision of Communications Operations Support Services as set forth herein; and

WHEREAS, the EBRCSA works to maintain interoperable, public safety services in the interest of Alameda County residents.

NOW, THEREFORE, in consideration of the covenants of the Parties expressed in this MOU, the Parties agree as follows:

## 1. SERVICES

EBRCSA will contract with the County for the performance of designated Communications Operations Support Services during each year this MOU is in place. ITD shall bill EBRCSA for those routine services provided by both ITD and GSA pursuant to the terms of this MOU. GSA shall bill EBRCSA for non-routine services on an as requested basis.

**1.1 Communications Operations Support Services (routine)** - ITD shall provide the following Communications Operations Support Services to EBRCSA in support of EBRCSA operations:

**1.1.1 Communications (Radio Division)** – ITD will: provide maintenance and installation of P-25 Radio Site land Mobile Radio Hardware and software, microwave equipment, fleet map design and other radio and microwave system consulting services, and radio equipment procurement; provide maintenance at County owned radio and microwave tower sites; and provide maintenance, installation, procurement and consulting services for a general electronics system necessary to support installed radio equipment and towers.

**1.1.2 Microwave System Support** – The EBRCSA System relies upon a functioning microwave infrastructure to enable communication. Responsibility for the microwave maintenance will be shared by GSA and ITD.

**1.1.3 PSAP Dispatch Console Support** – ITD will provide maintenance and installation services to support the PSAP Dispatch console interface to the EBRCSA System. The PSAP Dispatch consoles are equipment owned and operated by EBRCSA and participating agencies. The hardware and software interface between the PSAP Dispatch consoles and the EBRCSA system will be supported by ITD; provided however, that such support shall exclude support of the PSAP dispatch console user operations, and user related equipment such as headsets.

**1.1.4 Third Party Services** – Upon occasion, as it may be necessary, and only upon the prior written approval of EBRCSA, ITD may hire or arrange for 3<sup>rd</sup> party support services from either Alameda County General Services Agency, or from outside providers.

**1.1.5 Training and Certification** – ITD will ensure that staff is trained to manage the support services required by the EBRCSA System.

**1.1.6 Site Infrastructure Maintenance and Security** – GSA will provide site infrastructure maintenance and security systems as necessary to operate sites and monitor site access. Preventative and corrective maintenance will be performed to ensure that back-up power generation equipment is permitted, routinely tested as permits allow, and functioning to System specifications. These services may include planning, engineering, installation and maintenance of Radio Site power supplies, generators, shelters, tower or mono poles, pathways, and related facilities. No work will be performed without the prior written approval of EBRCSA. BMD will continue electronic surveillance and security monitoring technologies.

**1.1.7 Utilities** – GSA will provide for all necessary utilities at communications tower sites, owned by Alameda County, and at the Master Site Controller location (Alameda County EOC), as described in Exhibit A, attached hereto and incorporated herein by this reference. Charges will be pursuant to Exhibit B, attached hereto and incorporated herein by this reference.

**1.1.8 EBRCSA System Meetings and Consultation** – ITD will provide staff to attend EBRCSA System meetings and offer consulting service support as required by EBRCSA.

## **1.2 Communications Operations Support Services (as needed)**

**1.2.1 Project and Construction Management** - GSA agrees to provide A&E, project management, and construction services for new capital projects on a project specific basis, as requested by EBRCSA. GSA site development services include site surveys, engineering, planning, coverage modeling and specification development

for site related construction. For each project the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

**1.2.2 Real Property Management** – For all Alameda County owned property, GSA will provide real property management services such as lease administration, asset acquisition and disposal, on a project specific basis. For each project, the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

**1.2.3 Site Records Retrieval** – GSA will timely make available all records, structural, environmental or other analytical reports, photographs, drawings, certifications, relevant lease agreements and other information in the County of Alameda's possession concerning sites, if so requested by EBRCSA.

## 2. PAYMENT

**2.1 Billings** – Services performed by GSA and ITD will be billed at the current Fiscal Year hourly rates. For routine services ITD will prepare billings on behalf of the County. For non-routine services as needed, ITD and GSA will bill EBRCSA directly. For non-routine services charges will be billed on a fee for service basis based on the applicable project specific agreement.

**2.1.1 Fiscal Year Rates** – The hourly rate may be revised in each succeeding fiscal year to reflect its then current Internal Service Fund rates. Based on the Estimated SERVICES SCHEDULE referenced in Section 3, the total GSA and ITD fees for Fiscal Year 2012-13 are described in Exhibit B.

**2.1.2 Fee for Service Rates** – The fees for service will be negotiated based upon the scope of services required for the specific project.

**2.2 EBRCSA Payment** – Every month, ITD will submit to EBRCSA a monthly report showing an invoice for services rendered. EBRCSA will reimburse GSA and ITD at the then current hourly rate for the services rendered and for any third party support services within thirty (30) days of receipt of the monthly report and invoice.

**2.3. Annual Workplan for Services** – The Parties will meet annually to discuss services and projects completed and the needs for future services.

**2.4. Provision of Services** – EBRCSA will consider the County as the primary service provider within Alameda County for the services outlined in the MOU, and will compensate the County for such services it renders in Alameda County, through the term of this MOU, including any renewals, pursuant to this Section 2 of this MOU. EBRCSA shall not be prohibited from obtaining, in its reasonable discretion, the following services from other local public entities or private parties: (i) services expressly excluded from the MOU; (ii) additional services not described in the MOU; or (iii) services described in the MOU but where EBRCSA determines, in the exercise of its reasonable discretion, that the performance or time requirements have not been met or cannot be met by or through ITD and/or GSA.

**2.5.** If under any circumstances services are not delivered to the satisfaction of EBRCSA, EBRCSA will contact the ITD Director to discuss the perceived inadequacy. As appropriate the GSA Director will be contacted as well. A meeting shall be held where the Parties can discuss past performance, questions related to future performance and a plan to correct any performance metrics, and time requirements that may not have been met; provided, however, that EBRCSA shall retain its rights hereunder, including without limitation its rights under Sections 2.4 and 5.2.

**2.6 Other Services as Requested** – EBRCSA may request the County provide services not covered in the MOU, including without limitation Property Management for property not owned by the County, that are consistent with this MOU. The process for requesting such services shall be addressed at the annual meeting to discuss services and projects. The Parties further agree that EBRCSA shall be the single point of contact for requesting all services from ITD and GSA, and that direct requests for services by members of EBRCSA shall not be authorized.

### **3. ESTIMATED HOURS OF SERVICE**

**3.1 Annual Estimate** – To assist in budgeting, service hours will be estimated at the conclusion of each fiscal year (July 1 to June 30 annually) and the annual estimate will be provided to EBRCSA simultaneously with the County's Maintenance of Effort ("MOE") Budget in the County budget development process. Service hours will be estimated based upon the past 2.5 years of actual service history, to the extent such history is available. ITD and GSA will provide EBRCSA with an analysis of estimated service hours for review on or before June 1<sup>st</sup> of each year. Such analysis is intended to assist in planning, and shall not in and of itself constitute a commitment by EBRCSA to pay the estimated amount. EBRCSA shall be billed and pay for actual services performed by ITD and GSA during the year.

**3.2 Estimated Fee Schedule** – The fee schedule for Fiscal Year 2012-13 is an estimate contained within Exhibit B. The fee schedule is prepared as part of the County Budget process typically in May or early June of each year.

#### 4. ROLES AND RESPONSIBILITIES

**4.1 Project Lead(s)** – The Parties shall designate a primary point of contact, and additional points of contact for specific services. The primary point of contact will have responsibility for ensuring requests are met in a timely manner and resolving disputes, should they arise.

**4.1.1 Points of Contact** – EBRCSA, ITD and GSA shall each assign a point of contact for the respective services identified in Section 2 above. EBRCSA shall ensure that sufficient funding is in place, and the County shall ensure that sufficient staffing will be in place, prior to commencement of services.

**4.1.2 Communications with EBRCSA Member Agencies** – EBRCSA shall have the responsibility for all official external communications related to or involving the services, for final approval of agreements, and for ensuring that the necessary authority to undertake the services has been obtained.

**4.2 Project Managers** – EBRCSA and ITD will each identify and assign a project manager to oversee each specific designated project(s) as these may arise. Project Managers shall have the responsibility to coordinate activities, perform data collection, and work with each other as the single points-of-contact for a given project.

**4.3 Cooperative Effort** – The Parties shall fully cooperate with each other to enable GSA to perform the services undertaken in this MOU. Both Parties will use their best efforts to be timely and responsive in accomplishing all work covered under this MOU.

**4.4 Training and Education** – Both Parties will identify areas of training and provide education to ensure that ITD staff retain the level of proficiency required by the EBRCSA System services provider in order to perform services as outlined in this MOU.

#### 5. Term and Termination

**5.1 Term of MOU** – Unless earlier terminated pursuant to Section 5.2, the initial term of this MOU shall be five (5) years, commencing on July 1<sup>st</sup> 2012 and ending on June 30, 2017. The initial term shall automatically renew for unlimited additional terms of one (1) year each, unless terminated by either Party as provided in Section 5.2.

**5.2 Termination** – Either Party may terminate this MOU by giving ninety (90) days prior written notice to the other Party. The EBRCSA shall reimburse the County for all services provided by either ITD or GSA as of the date of termination, and for any services that the Parties mutually agree are necessary to transition the performance of services back to EBRCSA or its designee.

## 6. Dispute Resolution

**6.1 Dispute Resolution** – The Parties shall resolve their disputes informally to the maximum extent possible. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner.

**6.2 Dispute Resolution Process** – If a dispute arises regarding the work of a specific ITD or GSA division or department (performed within the scope and term of this MOU), then within two (2) business days after a request by either Party, the County project manager or appropriate supervisor who is responsible for providing the services that are at-issue and EBRCSA's project manager or appropriate supervisor for the requested services shall confer to resolve the issue.

**6.2.1 Presentation of Issue to Executive Staff** - If the project managers and their supervisors cannot resolve the dispute, or either Party determines they are not making progress toward resolution of the issue within two (2) business days after their initial conference, then the dispute may be presented to the ITD Deputy Director for the responsible ITD division or department and the EBRCSA Executive Director, or their designees, for resolution.

**6.3 Remedies; Litigation Costs** - If the informal Dispute Resolution process does not resolve a dispute, the Parties and each of them shall have all remedies available to them at law and equity. Furthermore, commencement of Dispute Resolution as set forth in this Section 6 is not prerequisite to termination of this MOU pursuant to Section 5.2. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for enforcement of this MOU or alleged breach or default in connection with this MOU, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which the Party may be entitled.

## 7. Miscellaneous Provisions.

**7.1 No Third Party Rights** – Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than EBRCSA and the County and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**7.2 Notices** – Any notices to be given to either party shall be made via U.S. Mail.

**East Bay Regional Communications  
Systems Authority**

Office of Homeland Security and  
Emergency Services  
4985 Broder Boulevard  
Dublin, California 94568  
Phone: (925) 803-7802  
Attn: William J. McCammon,  
Executive Director

**Alameda County Information Technology  
Department**

1106 Madison Street, Room 336  
Oakland, CA 94607  
Phone: (510) 481-3700  
Attn: Tim Dupuis, Director

**Alameda County  
General Services Agency**

1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, California 94612  
Phone: (510) 208-9700  
Attn: Aki Nakao, Director

**7.2 Entire Agreement** – This MOU, together with Exhibits A and B attached hereto, contains the entire agreement of the Parties relating to the subject matter hereof, and may not be amended or modified except in a writing signed by both Parties.

**7.3 Severability** – If any one or more of the terms, provisions, or conditions of this MOU is declared by a court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason, each and every remaining term, provision and condition shall not be affected and shall remain valid and enforceable to the maximum extent permitted by law.

**7.4 Insurance** – The County shall at all times during the term (Whether initial or renewal) of this MOU maintain in full force and effect such insurance coverage as designated in Exhibit C, attached hereto and incorporated herein by this reference, and will comply with all requirements as stated therein.

**7.5 Indemnification** – To the fullest extent permitted by law, each Party shall, at its own expense, hold harmless, defend (with counsel reasonably acceptable to the other) and indemnify the other Party and its officers, directors, members, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees and costs of litigation, of every nature, whether actual, alleged or threatened, arising out of or resulting from that parties negligent and/or intentional misconduct related to the services to be performed pursuant to this MOU or a Party's failure to comply with any of the terms of this MOU (collectively, "Liabilities"), except where such Liabilities are caused solely by the gross negligence or willful misconduct of the other Party. Each Party may participate in the defense of any such claim without relieving the other Party of any obligation hereunder. This indemnification obligation shall survive the expiration or termination of this MOU.

**7.6 Compliance With Laws** – The County shall perform all services pursuant to this MOU in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this MOU, GSA represents that it possesses and will keep current all licenses and registrations required by Applicable Laws to enter into this MOU and provide services to EBRCSA pursuant thereto.

**7.7 No Third Party Beneficiaries** – Nothing in this MOU is intended to or shall confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding, to be effective as of the date first herein written.

East Bay Regional Communications  
System Joint Powers Authority

By:   
Bill McCammon, Executive Director

ALAMEDA COUNTY General Services Agency

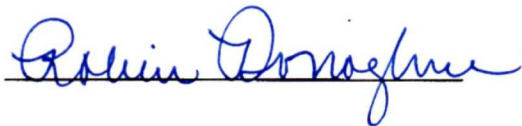
By:   
Aki K. Nakao, Director

ALAMEDA COUNTY Information Technology  
Department

By:   
Tim Dupuis, Interim Director, ITD

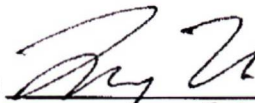
APPROVED AS TO FORM:

ROBIN DONOGHUE  
AUTHORITY COUNSEL



APPROVED AS TO FORM:

DONNA R. ZIEGLER,  
COUNTY COUNSEL

By:   
Kathleen Pacheco, RAY LARA  
Senior Deputy County Counsel

**Exhibit "B" Utility and Facility Charges for FY 13/14**

Alameda County Radio Sites  
EBRCSA Annual Invoice

September 30, 2013  
Prepared by K. Gasaway

GSA Utility and Facility Charges

Bldg	Description	Utilities	Preventative Maintenance	Total	Comments
11040	Dublin EOC	7,680	8,000	15,680	
19010	Sunol Ridge	5,486	8,000	13,486	
14050	Crane Ridge	4,937	8,000	12,937	
10020	CV Nike Site San Leandro I	5,486	8,000	13,486	
12100	Coyote Hills	5,486	8,000	13,486	
13150	Hayward Public Works	5,486	0	5,486	outsourced maintenance paid by EBRCSA
4280	Glenn Dyer Jail	6,583	0	6,583	GSA to pay maintenance
4430	Lakeside Bldg	3,291	0	3,291	GSA to pay maintenance
17130	San Leandro EOC		0	0	non EBRCSA microwave site
Totals		\$44,435	\$40,000	\$84,435	

*EBRCSA will pay 50% of the cost for call out repairs that are not preventative maintenance.*

*These charges for service will be invoiced quarterly at the following rates:*

\$103.00 regular time                      Monday - Friday                      7:30 a.m. - 4:30 p.m.  
\$154.50 non regular time

*GSA will provide preventative maintenance service reports*

## Exhibit A - Alameda County Repeater Site list

### AICO NW

Glen Dyer Jail	WQMY905	1111 BROADWAY OAKLAND, CA ALAMEDA County	37-48-00.0 N, 122-16-37.2 W
Seneca	WQMY905	END OF SENECA ST. OAKLAND, CA ALAMEDA County	37-45-22.7 N, 122-09-25.8 W
Skyline	WQMY905	SKYLINE BLVD. OAKLAND, CA ALAMEDA County	37-49-13.1 N, 122-11-05.1 W
UC Berkeley	WQMY905	KALX SITE OAKLAND, CA ALAMEDA County	37-52-39.6 N, 122-14-48.4 W

### ALCO EAST

Sunol	WQMY904	PALOMARES CANYON RD. PLEASANTON, CA ALAMEDA County	37-37-11.2 N, 121-55-21.6 W
E Dublin BART	WQMY904	5801 OWENS RD. DUBLIN, CA ALAMEDA County	37-42-11.0 N, 121-53-49.0 W
Patterson	WQMY904	PATTERSON PASS RD. LIVERMORE, CA ALAMEDA County	37-41-22.6 N, 121-37-55.2 W
Doolan	WQMY904	LAN ROAD 1.0 MILE FROM HIGHWAY LIVERMORE, CA ALAMEDA County	37-42-40.7 N, 121-49-06.8 W

### ALCO SW

Fremont PD	WQNA437	2000 STEVENSON BLVD. FREMONT, CA ALAMEDA County	37-33-01.0 N, 121-58-06.0 W
Garin	WQNA437	29894 BELLO VIEW PL. HAYWARD, CA ALAMEDA County	37-37-54.0 N, 122-01-58.0 W
San Leandro Hills	WQNA437	FAIRMONT DR. SAN LEANDRO, CA ALAMEDA County	37-43-26.3 N, 122-07-10.4 W
Warm Springs	WQNA437	WARM SPRINGS CT. FREMONT, CA ALAMEDA County	37-29-58.0 N, 121-56-16.0 W
Coyote Hills	WQNA437	8000 PATTERSON RANCH RD. FREMONT, CA ALAMEDA County	37-32-25.5 N, 122-04-56.4 W
Walpert	WQNA436	14 NAVAN LN. HAYWARD, CA ALAMEDA County	37-39-19.0 N, 122-00-08.7 W
Hayward PW	WQNA436	300 W. WINTON AVE HAYWARD, CA ALAMEDA County	37-39-27.0 N, 122-05-49.0 W

Crane Ridge		Mines Road Livermore CA	37-36-24.11 N, 121-37-16.01 W
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EBRCSA will pay ITD \$125 per hour (the ITD “Regular Rate”) for work performed by the radio services staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). EBRCSA will pay ITD at a rate equal to 1.5 times the Regular Rate for work performed outside of Regular Hours.

For routine services performed by the Building Maintenance Department, GSA will charge \$85 per hour (the GSA “Regular Rate”) for work performed by facility maintenance staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). GSA’s rate for work performed outside of Regular Hours will equal to 1.5 times the Regular Rate.

GSA will charge for utility costs at each County owned radio/microwave sites. Utility costs will be billed as actual costs plus a 9.71% Energy Surcharge Rate. The current year budgeted utility costs per location/site are attached.

County may increase the Regular Rates and Energy Surcharge Rate on an annual basis on July 1 of each year, but not in an amount in excess of five percent (5%) of the immediately preceding rate, and any such change will be effected by an amendment to this MOU.

EXHIBIT C – EBRCSA Insurance Requirements

Issue Date  
07/01/2013

**MEMBER'S CERTIFICATE OF COVERAGE**

1.02

This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. 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 coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

**Participating Member:**  
East Bay Regional Communications System Authority  
4985 Broder Boulevard  
Dublin, CA 94568

**Member Number:**  
PLP-7496

**Entity Affording Coverage:**  
Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> <b>General Liability</b> Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> <b>Public Officials and Employees Errors</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> <b>Personal Liability Coverage for Board Members</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$500,000 General Aggregate \$500,000
<input checked="" type="checkbox"/> <b>Employment Practices Liability</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> <b>Employee Benefits Liability</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> <b>Employee Dishonesty Coverage</b>	EDC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$400,000
<input checked="" type="checkbox"/> <b>Auto Liability</b> Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input type="checkbox"/> <b>Auto Physical Damage</b>				
<input checked="" type="checkbox"/> <b>Uninsured / Underinsured Motorists</b>	UMI-SDRMA-201314	07/01/2013	07/01/2014	Each Accident \$750,000
<input type="checkbox"/> <b>Trailer Coverage</b>				
<input checked="" type="checkbox"/> <b>Property Coverage</b> Includes Fire, Theft and Flood	PPC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$1,000,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> <b>Boiler and Machinery Coverage</b>	BMC-SDRMA-201314	07/01/2013	07/01/2014	Each Occurrence \$100,000,000 Replacement cost for Scheduled Property
<input type="checkbox"/> <b>Workers' Comp.</b>				

Description; All listed coverage is in effect only for the time period specified.

Gregory S. Hall - Chief Executive Officer

## EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

<b>POLICIES AND PROCEDURES</b>	NUMBER: 26-01	Page 1 of 1
	REVISION None	SUPERCEDES None
<b>SUBJECT: REIMBURSEMENT OF RADIO SITE UTILITY EXPENSES</b>	APPROVED BY EBRCSA Board of Directors	EFFECTIVE DATE  05/29/26

PURPOSE

The purpose of this policy is to establish a standardized and equitable methodology for the annual reimbursement of utility expenses incurred by member agencies hosting East Bay Regional Communications System Authority (EBRCSA) radio and prime sites. This policy ensures fiscal consistency across the Authority, simplifies budgeting, and provides predictable revenue for hosting agencies.

POLICY

When requested, EBRCSA shall reimburse agencies that host radio sites for expenses associated with the provision of electrical service.

PROCEDURE**Scope of Reimbursement**

Reimbursement under this policy is strictly limited to utility expenses associated with the operation of EBRCSA equipment.

**Exclusions**

This policy explicitly excludes reimbursement for the following:

- **Maintenance:** Staff costs for preventative maintenance of physical structures or upkeep of non-radio equipment.
- **Infrastructure & Landscaping:** Road maintenance, access improvements, or general site landscaping.
- **Space & Rent:** Rent for shelter space.
- **Excessive Admin Fees:** Any administrative costs exceeding the established cap.

## Reimbursement Rates and Methodology

Reimbursement rates are determined based on the average utility costs of standalone sites and the average requested reimbursement for co-located (shared) sites to account for economies of scale. Established rates are inclusive of any administrative fees.

### Established Rates

The following annual reimbursement rates shall apply:

Site Type	Standalone Site Rate	Shared/Co-located Site Rate
Prime Site	\$33,600	\$8,453
Radio Site	\$16,800	\$7,556

### Notification and Request Process

To facilitate Authority budgeting, hosting agencies should notify the Executive Director of their intent to seek reimbursement for the upcoming fiscal year.

- **Documentation:** Requests for reimbursement must align with the methodology established in this policy to ensure they do not exceed actual utility costs.
- **Fiscal Year Alignment:** Reimbursements are processed annually to align with the EBRCSA fiscal cycle.

### Policy Oversight

The Executive Director is responsible for the administration of this policy, including the verification of site types (Standalone vs. Shared) and the review of submitted costs.

**RESOLUTION NO. 26-xx**

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

\*\*\*\*\*

**AUTHORIZING THE BOARD CHAIR TO EXECUTE AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT THE NEW UTILITY REIMBURSEMENT POLICY**

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

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

**WHEREAS**, the EBRCSA needs to create a policy to ensure consistent reimbursement practices for utility related expenses currently borne by some EBRCSA members; and

**WHEREAS**, the policy expressly allows the Executive Director to reimburse members who host stand-alone or shared prime and/or radio sites at prescribed amounts; and

**WHEREAS**, the reimbursement of expenses shall not include other items such as preventative maintenance, rent or administrative costs; and

**WHEREAS**, Staff revised the proposed policy; and

**WHEREAS**, the Finance Committee recommends the policy to the Board of Directors for review and adoption.

**NOW, THEREFORE**, the Board of Directors of the East Bay Regional Communications System Authority does **RESOLVE** that it adopts the revised Utility Reimbursement policy (26-XX) to the accompanying Agenda Report and authorizes the Executive Director to implement the policy aligned with the intent of the Board of Directors.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 29th day of May 2026 by the following votes:

**AYES:**

**NOES:** .

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:**

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



**East Bay Regional  
Communications  
System Authority**




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

**AGENDA ITEM NO. 7.2**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MAY 29, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Provide Direction for the Payment of Services Performed by Alameda County Information Technology Department

**RECOMMENDATIONS:**

Provide Direction for the Payment of Services Performed by Alameda County ITD

**BACKGROUND:**

In 2013, the Alameda County and EBRCSA entered into a Memorandum of Understanding (MOU) to maintain the radio system in Alameda County. Among other items, the contract required the Alameda County Information Technology Department (ITD) to submit monthly invoices for services performed at an hourly rate of \$125.00. The contract allows for annual hourly rate increases. The MOU is included as Attachment 1.

On June 5, 2015, the Board of Directors considered an adjustment to the budget for radio services provided by Alameda County. According to the agenda reports from the June 5, 2015, meeting the Board increased the "not to exceed" (NTE) amount of the budget from \$150,000 to \$600,000. While the agenda report introduced a subscription-based billing model, the agenda report is not clear about the intent of the billing procedure. On one hand, it can be inferred that hourly billing is permitted through a set NTE amount. On the other hand, the agenda report references a subscription model that is typically used for a set fee for services. The June 5, 2015, agenda report is included as Attachment 2.

It should be noted that the final vote and discussion regarding this item were not memorialized in the Authority's official records. There were no meeting minutes presented for subsequent review, and no audio recording of the session is available. Consequently, the Authority relies on the staff reports and the subsequent billing history to understand the intent of that Board action.

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



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



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

Since July 1, 2015, ITD has billed EBRCSA a flat rate of \$150,000 per quarter (\$600,000 annually) for maintenance of the radio system in Alameda County. At its May 15, 2026 meeting, the Finance Committee voted to recommend moving to a reimbursement model based on hours worked instead of a flat fee. A representative of ITD stated the change from a flat fee payment to an hourly rate reimbursement, at the current unadjusted 2013 rate, would negatively impact ITD's budget and that it was too late in the budget development process to amend the proposed budget.

Recognizing the budgetary impacts, the Finance Committee recommends paying ITD \$150,000 for the first quarter of Fiscal Year 2026/27 while ITD conducts a fee study. ITD will then reconcile the new hourly rate to the hours worked in Q1 and any overpayment will count as payment toward future charges.

### **FISCAL IMPACT:**

The proposed change is expected to result in a decrease in annual operating costs for radio maintenance services. The exact fiscal impact for the upcoming fiscal year will depend on the new hourly rate for services, the volume of service requests and ensuring the billing of hours worked complies with industry best practices.

### **RECOMMENDATION:**

Provide Direction for the Payment of Services Performed by Alameda County ITD – hourly rate of a flat fee.

### **Attachments**

1. 2013 Contract Between Alameda County and EBRCSA
2. June 5, 2015 Agenda Report – Item 9.1

**MEMORANDUM OF UNDERSTANDING  
FOR  
EBRCSA SUPPORT SERVICES**

This Memorandum of Understanding ("MOU") is entered into as of Friday, May 31, 2013 by and between the County of Alameda ("County"), a political subdivision of the State of California, acting by and through its General Services Agency ("GSA") and Information Technology Division (ITD), and the East Bay Regional Communications System Joint Powers Authority ("EBRCSA"), a cooperative agency established pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California, for the purpose of acquiring, planning, designing, constructing, operating and maintaining a P25 compliant or equivalent communications system (the "System") serving Alameda and Contra Costa Counties and their individual political jurisdictions under the authority of and pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the California Government Code (collectively, the "Parties").

**RECITALS**

WHEREAS, the EBRCSA has the power to acquire real, personal and intangible property and to plan, design, finance, construct, operate, and maintain public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto; and

WHEREAS, the EBRCSA desires to engage cost effective and responsive services related to the operation, and maintenance of public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto ("Communications Operations Support Services"); and

WHEREAS, GSA and ITD have the knowledge, skills, experience, and general qualifications necessary to assist EBRCSA through provision of Communications Operations Support Services; and

WHEREAS GSA has provided Communications Operations Support Services to support the EBRCSA design, installation, and ongoing maintenance on County owned communications towers, shelters, various County buildings, and at numerous city owned public safety answering points ("PSAP"); and

WHEREAS GSA and ITD will continue to provide radio system support services previously provided by the GSA Communications Electronics Division; and

WHEREAS GSA has already committed, time, staffing and resources to support the infrastructure and microwave communications at some of the same sites supporting the EBRCSA

System; and

WHEREAS, the County of Alameda has and will retain property ownership of communications infrastructure and therefore has an interest in ensuring appropriate maintenance and support of the infrastructure; and

WHEREAS, the EBRCSA desires to retain ITD and GSA for provision of Communications Operations Support Services as set forth herein; and

WHEREAS, the EBRCSA works to maintain interoperable, public safety services in the interest of Alameda County residents.

NOW, THEREFORE, in consideration of the covenants of the Parties expressed in this MOU, the Parties agree as follows:

## 1. SERVICES

EBRCSA will contract with the County for the performance of designated Communications Operations Support Services during each year this MOU is in place. ITD shall bill EBRCSA for those routine services provided by both ITD and GSA pursuant to the terms of this MOU. GSA shall bill EBRCSA for non-routine services on an as requested basis.

**1.1 Communications Operations Support Services (routine)** - ITD shall provide the following Communications Operations Support Services to EBRCSA in support of EBRCSA operations:

**1.1.1 Communications (Radio Division)** – ITD will: provide maintenance and installation of P-25 Radio Site land Mobile Radio Hardware and software, microwave equipment, fleet map design and other radio and microwave system consulting services, and radio equipment procurement; provide maintenance at County owned radio and microwave tower sites; and provide maintenance, installation, procurement and consulting services for a general electronics system necessary to support installed radio equipment and towers.

**1.1.2 Microwave System Support** – The EBRCSA System relies upon a functioning microwave infrastructure to enable communication. Responsibility for the microwave maintenance will be shared by GSA and ITD.

**1.1.3 PSAP Dispatch Console Support** – ITD will provide maintenance and installation services to support the PSAP Dispatch console interface to the EBRCSA System. The PSAP Dispatch consoles are equipment owned and operated by EBRCSA and participating agencies. The hardware and software interface between the PSAP Dispatch consoles and the EBRCSA system will be supported by ITD; provided however, that such support shall exclude support of the PSAP dispatch console user operations, and user related equipment such as headsets.

**1.1.4 Third Party Services** – Upon occasion, as it may be necessary, and only upon the prior written approval of EBRCSA, ITD may hire or arrange for 3<sup>rd</sup> party support services from either Alameda County General Services Agency, or from outside providers.

**1.1.5 Training and Certification** – ITD will ensure that staff is trained to manage the support services required by the EBRCSA System.

**1.1.6 Site Infrastructure Maintenance and Security** – GSA will provide site infrastructure maintenance and security systems as necessary to operate sites and monitor site access. Preventative and corrective maintenance will be performed to ensure that back-up power generation equipment is permitted, routinely tested as permits allow, and functioning to System specifications. These services may include planning, engineering, installation and maintenance of Radio Site power supplies, generators, shelters, tower or mono poles, pathways, and related facilities. No work will be performed without the prior written approval of EBRCSA. BMD will continue electronic surveillance and security monitoring technologies.

**1.1.7 Utilities** – GSA will provide for all necessary utilities at communications tower sites, owned by Alameda County, and at the Master Site Controller location (Alameda County EOC), as described in Exhibit A, attached hereto and incorporated herein by this reference. Charges will be pursuant to Exhibit B, attached hereto and incorporated herein by this reference.

**1.1.8 EBRCSA System Meetings and Consultation** – ITD will provide staff to attend EBRCSA System meetings and offer consulting service support as required by EBRCSA.

## **1.2 Communications Operations Support Services (as needed)**

**1.2.1 Project and Construction Management** - GSA agrees to provide A&E, project management, and construction services for new capital projects on a project specific basis, as requested by EBRCSA. GSA site development services include site surveys, engineering, planning, coverage modeling and specification development

for site related construction. For each project the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

**1.2.2 Real Property Management** – For all Alameda County owned property, GSA will provide real property management services such as lease administration, asset acquisition and disposal, on a project specific basis. For each project, the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

**1.2.3 Site Records Retrieval** – GSA will timely make available all records, structural, environmental or other analytical reports, photographs, drawings, certifications, relevant lease agreements and other information in the County of Alameda's possession concerning sites, if so requested by EBRCSA.

## 2. PAYMENT

**2.1 Billings** – Services performed by GSA and ITD will be billed at the current Fiscal Year hourly rates. For routine services ITD will prepare billings on behalf of the County. For non-routine services as needed, ITD and GSA will bill EBRCSA directly. For non-routine services charges will be billed on a fee for service basis based on the applicable project specific agreement.

**2.1.1 Fiscal Year Rates** – The hourly rate may be revised in each succeeding fiscal year to reflect its then current Internal Service Fund rates. Based on the Estimated SERVICES SCHEDULE referenced in Section 3, the total GSA and ITD fees for Fiscal Year 2012-13 are described in Exhibit B.

**2.1.2 Fee for Service Rates** – The fees for service will be negotiated based upon the scope of services required for the specific project.

**2.2 EBRCSA Payment** – Every month, ITD will submit to EBRCSA a monthly report showing an invoice for services rendered. EBRCSA will reimburse GSA and ITD at the then current hourly rate for the services rendered and for any third party support services within thirty (30) days of receipt of the monthly report and invoice.

**2.3. Annual Workplan for Services** – The Parties will meet annually to discuss services and projects completed and the needs for future services.

**2.4. Provision of Services** – EBRCSA will consider the County as the primary service provider within Alameda County for the services outlined in the MOU, and will compensate the County for such services it renders in Alameda County, through the term of this MOU, including any renewals, pursuant to this Section 2 of this MOU. EBRCSA shall not be prohibited from obtaining, in its reasonable discretion, the following services from other local public entities or private parties: (i) services expressly excluded from the MOU; (ii) additional services not described in the MOU; or (iii) services described in the MOU but where EBRCSA determines, in the exercise of its reasonable discretion, that the performance or time requirements have not been met or cannot be met by or through ITD and/or GSA.

**2.5.** If under any circumstances services are not delivered to the satisfaction of EBRCSA, EBRCSA will contact the ITD Director to discuss the perceived inadequacy. As appropriate the GSA Director will be contacted as well. A meeting shall be held where the Parties can discuss past performance, questions related to future performance and a plan to correct any performance metrics, and time requirements that may not have been met; provided, however, that EBRCSA shall retain its rights hereunder, including without limitation its rights under Sections 2.4 and 5.2.

**2.6 Other Services as Requested** – EBRCSA may request the County provide services not covered in the MOU, including without limitation Property Management for property not owned by the County, that are consistent with this MOU. The process for requesting such services shall be addressed at the annual meeting to discuss services and projects. The Parties further agree that EBRCSA shall be the single point of contact for requesting all services from ITD and GSA, and that direct requests for services by members of EBRCSA shall not be authorized.

### **3. ESTIMATED HOURS OF SERVICE**

**3.1 Annual Estimate** – To assist in budgeting, service hours will be estimated at the conclusion of each fiscal year (July 1 to June 30 annually) and the annual estimate will be provided to EBRCSA simultaneously with the County's Maintenance of Effort ("MOE") Budget in the County budget development process. Service hours will be estimated based upon the past 2.5 years of actual service history, to the extent such history is available. ITD and GSA will provide EBRCSA with an analysis of estimated service hours for review on or before June 1<sup>st</sup> of each year. Such analysis is intended to assist in planning, and shall not in and of itself constitute a commitment by EBRCSA to pay the estimated amount. EBRCSA shall be billed and pay for actual services performed by ITD and GSA during the year.

**3.2 Estimated Fee Schedule** – The fee schedule for Fiscal Year 2012-13 is an estimate contained within Exhibit B. The fee schedule is prepared as part of the County Budget process typically in May or early June of each year.

#### 4. ROLES AND RESPONSIBILITIES

**4.1 Project Lead(s)** – The Parties shall designate a primary point of contact, and additional points of contact for specific services. The primary point of contact will have responsibility for ensuring requests are met in a timely manner and resolving disputes, should they arise.

**4.1.1 Points of Contact** – EBRCSA, ITD and GSA shall each assign a point of contact for the respective services identified in Section 2 above. EBRCSA shall ensure that sufficient funding is in place, and the County shall ensure that sufficient staffing will be in place, prior to commencement of services.

**4.1.2 Communications with EBRCSA Member Agencies** – EBRCSA shall have the responsibility for all official external communications related to or involving the services, for final approval of agreements, and for ensuring that the necessary authority to undertake the services has been obtained.

**4.2 Project Managers** – EBRCSA and ITD will each identify and assign a project manager to oversee each specific designated project(s) as these may arise. Project Managers shall have the responsibility to coordinate activities, perform data collection, and work with each other as the single points-of-contact for a given project.

**4.3 Cooperative Effort** – The Parties shall fully cooperate with each other to enable GSA to perform the services undertaken in this MOU. Both Parties will use their best efforts to be timely and responsive in accomplishing all work covered under this MOU.

**4.4 Training and Education** – Both Parties will identify areas of training and provide education to ensure that ITD staff retain the level of proficiency required by the EBRCSA System services provider in order to perform services as outlined in this MOU.

#### 5. Term and Termination

**5.1 Term of MOU** – Unless earlier terminated pursuant to Section 5.2, the initial term of this MOU shall be five (5) years, commencing on July 1<sup>st</sup> 2012 and ending on June 30, 2017. The initial term shall automatically renew for unlimited additional terms of one (1) year each, unless terminated by either Party as provided in Section 5.2.

**5.2 Termination** – Either Party may terminate this MOU by giving ninety (90) days prior written notice to the other Party. The EBRCSA shall reimburse the County for all services provided by either ITD or GSA as of the date of termination, and for any services that the Parties mutually agree are necessary to transition the performance of services back to EBRCSA or its designee.

## 6. Dispute Resolution

**6.1 Dispute Resolution** – The Parties shall resolve their disputes informally to the maximum extent possible. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner.

**6.2 Dispute Resolution Process** – If a dispute arises regarding the work of a specific ITD or GSA division or department (performed within the scope and term of this MOU), then within two (2) business days after a request by either Party, the County project manager or appropriate supervisor who is responsible for providing the services that are at-issue and EBRCSA's project manager or appropriate supervisor for the requested services shall confer to resolve the issue.

**6.2.1 Presentation of Issue to Executive Staff** - If the project managers and their supervisors cannot resolve the dispute, or either Party determines they are not making progress toward resolution of the issue within two (2) business days after their initial conference, then the dispute may be presented to the ITD Deputy Director for the responsible ITD division or department and the EBRCSA Executive Director, or their designees, for resolution.

**6.3 Remedies; Litigation Costs** - If the informal Dispute Resolution process does not resolve a dispute, the Parties and each of them shall have all remedies available to them at law and equity. Furthermore, commencement of Dispute Resolution as set forth in this Section 6 is not prerequisite to termination of this MOU pursuant to Section 5.2. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for enforcement of this MOU or alleged breach or default in connection with this MOU, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which the Party may be entitled.

## 7. Miscellaneous Provisions.

**7.1 No Third Party Rights** – Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than EBRCSA and the County and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**7.2 Notices** – Any notices to be given to either party shall be made via U.S. Mail.

**East Bay Regional Communications  
Systems Authority**

Office of Homeland Security and  
Emergency Services  
4985 Broder Boulevard  
Dublin, California 94568  
Phone: (925) 803-7802  
Attn: William J. McCammon,  
Executive Director

**Alameda County Information Technology  
Department**

1106 Madison Street, Room 336  
Oakland, CA 94607  
Phone: (510) 481-3700  
Attn: Tim Dupuis, Director

**Alameda County  
General Services Agency**

1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, California 94612  
Phone: (510) 208-9700  
Attn: Aki Nakao, Director

**7.2 Entire Agreement** – This MOU, together with Exhibits A and B attached hereto, contains the entire agreement of the Parties relating to the subject matter hereof, and may not be amended or modified except in a writing signed by both Parties.

**7.3 Severability** – If any one or more of the terms, provisions, or conditions of this MOU is declared by a court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason, each and every remaining term, provision and condition shall not be affected and shall remain valid and enforceable to the maximum extent permitted by law.

**7.4 Insurance** – The County shall at all times during the term (Whether initial or renewal) of this MOU maintain in full force and effect such insurance coverage as designated in Exhibit C, attached hereto and incorporated herein by this reference, and will comply with all requirements as stated therein.

**7.5 Indemnification** – To the fullest extent permitted by law, each Party shall, at its own expense, hold harmless, defend (with counsel reasonably acceptable to the other) and indemnify the other Party and its officers, directors, members, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees and costs of litigation, of every nature, whether actual, alleged or threatened, arising out of or resulting from that parties negligent and/or intentional misconduct related to the services to be performed pursuant to this MOU or a Party's failure to comply with any of the terms of this MOU (collectively, "Liabilities"), except where such Liabilities are caused solely by the gross negligence or willful misconduct of the other Party. Each Party may participate in the defense of any such claim without relieving the other Party of any obligation hereunder. This indemnification obligation shall survive the expiration or termination of this MOU.

**7.6 Compliance With Laws** – The County shall perform all services pursuant to this MOU in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this MOU, GSA represents that it possesses and will keep current all licenses and registrations required by Applicable Laws to enter into this MOU and provide services to EBRCSA pursuant thereto.

**7.7 No Third Party Beneficiaries** – Nothing in this MOU is intended to or shall confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding, to be effective as of the date first herein written.

East Bay Regional Communications  
System Joint Powers Authority

By:   
Bill McCammon, Executive Director

ALAMEDA COUNTY General Services Agency

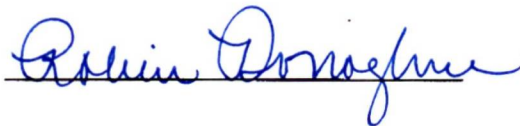
By:   
Aki K. Nakao, Director

ALAMEDA COUNTY Information Technology  
Department

By:   
Tim Dupuis, Interim Director, ITD

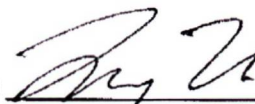
APPROVED AS TO FORM:

ROBIN DONOGHUE  
AUTHORITY COUNSEL



APPROVED AS TO FORM:

DONNA R. ZIEGLER,  
COUNTY COUNSEL

By:   
Kathleen Pacheco, RAY LARA  
Senior Deputy County Counsel

**Exhibit "B" Utility and Facility Charges for FY 13/14**

Alameda County Radio Sites  
EBRCSA Annual Invoice

September 30, 2013  
Prepared by K. Gasaway

GSA Utility and Facility Charges

Bldg	Description	Utilities	Preventative Maintenance	Total	Comments
11040	Dublin EOC	7,680	8,000	15,680	
19010	Sunol Ridge	5,486	8,000	13,486	
14050	Crane Ridge	4,937	8,000	12,937	
10020	CV Nike Site San Leandro I	5,486	8,000	13,486	
12100	Coyote Hills	5,486	8,000	13,486	
13150	Hayward Public Works	5,486	0	5,486	outsourced maintenance paid by EBRCSA
4280	Glenn Dyer Jail	6,583	0	6,583	GSA to pay maintenance
4430	Lakeside Bldg	3,291	0	3,291	GSA to pay maintenance
17130	San Leandro EOC		0	0	non EBRCSA microwave site
Totals		\$44,435	\$40,000	\$84,435	

*EBRCSA will pay 50% of the cost for call out repairs that are not preventative maintenance.*

*These charges for service will be invoiced quarterly at the following rates:*

\$103.00 regular time                      Monday - Friday                      7:30 a.m. - 4:30 p.m.  
\$154.50 non regular time

*GSA will provide preventative maintenance service reports*

## Exhibit A - Alameda County Repeater Site list

ALCO NW			
Glen Dyer Jail	WQMY905	1111 BROADWAY OAKLAND, CA ALAMEDA County	37-48-00.0 N, 122-16-37.2 W
Seneca	WQMY905	END OF SENECA ST. OAKLAND, CA ALAMEDA County	37-45-22.7 N, 122-09-25.8 W
Skyline	WQMY905	SKYLINE BLVD. OAKLAND, CA ALAMEDA County	37-49-13.1 N, 122-11-05.1 W
UC Berkeley	WQMY905	KALX SITE OAKLAND, CA ALAMEDA County	37-52-39.6 N, 122-14-48.4 W

ALCO EAST			
Sunol	WQMY904	PALOMARES CANYON RD. PLEASANTON, CA ALAMEDA County	37-37-11.2 N, 121-55-21.6 W
E Dublin BART	WQMY904	5801 OWENS RD. DUBLIN, CA ALAMEDA County	37-42-11.0 N, 121-53-49.0 W
Patterson	WQMY904	PATTERSON PASS RD. LIVERMORE, CA ALAMEDA County	37-41-22.6 N, 121-37-55.2 W
Doolan	WQMY904	LAN ROAD 1.0 MILE FROM HIGHWAY LIVERMORE, CA ALAMEDA County	37-42-40.7 N, 121-49-06.8 W

ALCO SW			
Fremont PD	WQNA437	2000 STEVENSON BLVD. FREMONT, CA ALAMEDA County	37-33-01.0 N, 121-58-06.0 W
Garin	WQNA437	29894 BELLO VIEW PL. HAYWARD, CA ALAMEDA County	37-37-54.0 N, 122-01-58.0 W
San Leandro Hills	WQNA437	FAIRMONT DR. SAN LEANDRO, CA ALAMEDA County	37-43-26.3 N, 122-07-10.4 W
Warm Springs	WQNA437	WARM SPRINGS CT. FREMONT, CA ALAMEDA County	37-29-58.0 N, 121-56-16.0 W
Coyote Hills	WQNA437	8000 PATTERSON RANCH RD. FREMONT, CA ALAMEDA County	37-32-25.5 N, 122-04-56.4 W
Walpert	WQNA436	14 NAVAN LN. HAYWARD, CA ALAMEDA County	37-39-19.0 N, 122-00-08.7 W
Hayward PW	WQNA436	300 W. WINTON AVE HAYWARD, CA ALAMEDA County	37-39-27.0 N, 122-05-49.0 W

Crane Ridge		Mines Road Livermore CA	37-36-24.11 N, 121-37-16.01 W
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EBRCSA will pay ITD \$125 per hour (the ITD “Regular Rate”) for work performed by the radio services staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). EBRCSA will pay ITD at a rate equal to 1.5 times the Regular Rate for work performed outside of Regular Hours.

For routine services performed by the Building Maintenance Department, GSA will charge \$85 per hour (the GSA “Regular Rate”) for work performed by facility maintenance staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). GSA’s rate for work performed outside of Regular Hours will equal to 1.5 times the Regular Rate.

GSA will charge for utility costs at each County owned radio/microwave sites. Utility costs will be billed as actual costs plus a 9.71% Energy Surcharge Rate. The current year budgeted utility costs per location/site are attached.

County may increase the Regular Rates and Energy Surcharge Rate on an annual basis on July 1 of each year, but not in an amount in excess of five percent (5%) of the immediately preceding rate, and any such change will be effected by an amendment to this MOU.

EXHIBIT C – EBRCSA Insurance Requirements

Issue Date  
07/01/2013

**MEMBER'S CERTIFICATE OF COVERAGE**

1.02

This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. 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 coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

**Participating Member:**  
East Bay Regional Communications System Authority  
4985 Broder Boulevard  
Dublin, CA 94568

**Member Number:**  
PLP-7496

**Entity Affording Coverage:**  
Special District Risk Management Authority  
1112 'I' Street, Suite 300  
Sacramento, California 95814  
800.537.7790 www.sdrma.org

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> <b>General Liability</b> Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> <b>Public Officials and Employees Errors</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> <b>Personal Liability Coverage for Board Members</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$500,000 General Aggregate \$500,000
<input checked="" type="checkbox"/> <b>Employment Practices Liability</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> <b>Employee Benefits Liability</b> Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> <b>Employee Dishonesty Coverage</b>	EDC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$400,000
<input checked="" type="checkbox"/> <b>Auto Liability</b> Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input type="checkbox"/> <b>Auto Physical Damage</b>				
<input checked="" type="checkbox"/> <b>Uninsured / Underinsured Motorists</b>	UMI-SDRMA-201314	07/01/2013	07/01/2014	Each Accident \$750,000
<input type="checkbox"/> <b>Trailer Coverage</b>				
<input checked="" type="checkbox"/> <b>Property Coverage</b> Includes Fire, Theft and Flood	PPC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$1,000,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> <b>Boiler and Machinery Coverage</b>	BMC-SDRMA-201314	07/01/2013	07/01/2014	Each Occurrence \$100,000,000 Replacement cost for Scheduled Property
<input type="checkbox"/> <b>Workers' Comp.</b>				

Description; All listed coverage is in effect only for the time period specified.

Gregory S. Hall - Chief Executive Officer



**East Bay Regional  
Communications  
System Authority**



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

**AGENDA ITEM 9.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: June 5, 2015**

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

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

**SUBJECT:** Services Agreement (MOU) with County of Alameda Information Technology Department and General Services Agency

**RECOMMENDATIONS:**

Adopt a Resolution approving an Amendment to the Memorandum of Understanding (“MOU”) Agreement with Alameda County Information Technology Department (“ITD”) and General Services Agency (“GSA”) to provide Communications Operations Support Services and Project Construction Management for the East Bay Regional Communications System Authority (“EBRCSA”). Authorize the Chair to sign the MOU and the Executive Director to implement the MOU. .

**SUMMARY/DISCUSSION:**

In 2013 the County of Alameda ITD and GSA entered into an MOU ( see attachment “A”) with EBRCSA to provide EBRCSA System communications operations support services. Although the MOU did not provide a “not to exceed” amount, the initial value of the services was estimated at \$150,000.00 per year. For the past three years the County of Alameda ITD has not billed EBRCSA for their services. The intent was to allow the ITD to support the System and prepare an estimate of services cost at the end of each fiscal year, for three years. The cost varied each year due to the amount of work associated with the initial set up and programming of radios, maintenance, technician training, tools, and support of the project. In FY 2013 the total was \$182,262.87, FY 2014 was \$602,901.95, and FY 2015, to April, is \$288,735.70. The

County of Alameda ITD has requested to amend the services agreement from an estimated annual cost of \$150,000.00 to \$600,000.00.

The annual \$600,000.00 cost estimate is based on EBRCSA's share of the resources and personnel utilized to maintain the EBRCSA System twenty four hours a day by Alameda County ITD for the infrastructure located in Alameda County. The billing is aligned with a subscription model where all resources associated with the Alameda County ITD are available to EBRCSA. The annual cost estimate is based on the appropriate share of Alameda County ITD's budget and the service provided by a supervisor and 2 technicians. The subscription model utilizes the agreed upon shop rate between EBRCSA and Alameda County ITD of \$125.00 per hour which includes the salary and employee benefits. The cost also includes the cost of building, vehicles, or incidental supplies used to repair and maintain the system. EBRCSA now provides the infrastructure for Police, Fire, and Emergency Medical Services instead of Alameda County, which had provided the services prior to EBRCSA. The model now is a combination of EBRCSA, ITD, and Radio Technicians who work together to provide the necessary infrastructure, support, repairs and upgrades to maintain the EBRCSA System.

**RECOMMENDED ACTION:**

It is recommended that your Board adopt a resolution to amend the MOU with Alameda County ITD and GSA to provide for a not-to-exceed cost of \$600,000 annually for radio services, installations, and maintenance of radio sites and 911 dispatch centers in the EBRCSA System, and authorize the Chair to sign and the Executive Director to implement the Amendment. The funding to provide the support is available in the maintenance budget.

Attachments:

“A” - Current MOU with Alameda County ITD and GSA

“B” - ITD costs for support to EBRCSA for FY 13, 14, 15

“C” – Request for modification to MOU 2450039.1



**East Bay Regional  
Communications  
System Authority**




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

**AGENDA ITEM NO. 7.3**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: MAY 29, 2026**

**TO:** Board of Directors

**FROM:** David Swing, Executive Director 

**SUBJECT:** Adopt FY2026/27 Operating and Capital Budget

**RECOMMENDATION:**

Board of Directors to adopt the budget for Fiscal Year 2026/27.

**SUMMARY/DISCUSSION:**

The Alameda County Auditor's Office prepared the proposed EBRCSA FY2026/27 Operating and Capital budget. Staff recommended this budget to the Finance Committee for review and discussion.

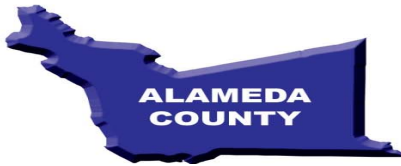
The proposed operating budget for FY2026/27 is \$6,692,000. The Executive Director is confident that the proposed budget has sufficient funds to cover normal operating expenses. The proposed budget includes funding for planned capital projects, existing contracts and system maintenance. EBRCSA realized \$936,000 in interest earnings for the current fiscal year and anticipates a similar return for the coming year. The Finance Committee reviewed and recommended the budget to the Board of Directors for review and approval.

**RECOMMENDATION:**

Adopt the Fiscal Year 2026/27 Budget.

**Attachment**

1. Proposed Fiscal Year 2026/27 Budget and Cash Flow Projection



**East Bay Regional  
Communications  
System Authority**



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

**BUDGET**  
**FISCAL YEAR 2026-27**

**Operating revenues**

Operating dues	\$ 8,604,000
Service dues	1,800,000
<b>Total operating revenues</b>	<b><u>10,404,000</u></b>

**Operating expenses**

Administration	422,000
Audit fees	26,000
Contingency	100,000
Insurance	110,000
Lease	81,000
Legal	33,000
Licenses and permits	10,000
Membership fees	5,000
Maintenance	5,381,000
Security	43,000
Utilities	475,000
Website hosting	6,000
<b>Total operating expenses</b>	<b><u>6,692,000</u></b>

<b>Operating income</b>	<b>3,712,000</b>
Interest income	900,000
Capital outlay	(3,646,000)
Debt service	(650,000)
<b>Change in net position</b>	<b><u>\$ 316,000</u></b>

Assumption:	Operating payments	11,000 radio count at \$37 per month per radio
		10,000 radio count at \$31 per month per radio
	Service payments	10,000 radio count at \$15 per month per radio

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**  
**EXPENDITURE DETAIL**  
**FISCAL YEAR 2026-2027**

<b>OPERATING EXPENSES</b>	<b>FY23-24 Actuals</b>	<b>FY24-25 Actuals</b>	<b>FY25-26 Budget</b>	<b>FY25-26 Projected</b>	<b>FY26-27 Proposed</b>
Administration					
Executive director	\$ 274,958	\$ 257,270	\$ 270,000	\$ 270,000	\$ 275,000
Administrative assistant	26,263	8,498	20,000	6,000	20,000
Training	-	-	20,000	-	10,000
Planning	-	-	-	-	100,000
Travel	-	-	7,000	-	7,000
Miscellaneous	2,718	6,765	10,000	4,000	10,000
Audit fees	19,305	19,899	26,000	22,000	26,000
Contingency	-	-	100,000	-	100,000
Insurance	83,699	86,952	95,000	86,000	110,000
Lease	71,644	73,792	81,000	76,000	81,000
Legal	76,242	16,326	33,000	13,000	33,000
Licenses and permits	1,752	2,328	10,000	1,000	10,000
Membership fees	9,025	1,809	5,000	4,000	5,000
Maintenance					
Astro maintenance	1,468,243	1,521,344	1,601,000	1,582,000	1,665,000
Astro SUA	1,358,657	1,386,156	1,436,000	1,420,000	1,475,000
MPLS	96,267	99,235	106,000	103,000	110,000
NICE SUA & Maintenance	320,560	283,069	310,000	303,000	330,000
MDR	288,099	298,518	315,000	310,000	330,000
Cirrus Central	-	-	62,000	-	-
Software maintenance (SUA II)	163,209	-	-	-	-
HVAC maintenance	12,734	30,186	75,000	33,000	75,000
Generator maintenance	5,813	53,189	50,000	33,000	50,000
ALCO general maintenance	600,000	600,000	600,000	600,000	600,000
COCO general maintenance	495,498	250,124	345,000	118,000	345,000
CSI telecommunications	81,790	115,467	260,000	12,000	-
Telecommunications engineering	-	-	-	-	200,000
Microwave maintenance	63,511	104,323	150,000	163,000	141,000
Miscellaneous	7,467	19,924	40,000	19,000	60,000
Security	38,507	34,282	39,000	34,000	43,000
Utilities	210,581	219,692	293,000	215,000	475,000
Website hosting	3,400	3,400	6,000	3,000	6,000
<b>Total operating expenses</b>	<b><u>5,779,942</u></b>	<b><u>5,492,548</u></b>	<b><u>6,365,000</u></b>	<b><u>5,430,000</u></b>	<b><u>6,692,000</u></b>
<b>CAPITAL OUTLAY</b>					
Encryption Upgrade	149,600	149,600	-	-	-
Microwave Network Upgrade	96,188	96,188	-	-	-
Walton Lane Simulcast Site	-	-	1,746,000	272,000	1,474,000
TDMA/Microwave Upgrade	1,871,240	1,871,240	1,872,000	1,871,000	1,872,000
DC Power Upgrade	3,030	3,030	45,000	11,000	75,000
Dispatch Consoles	9,759	-	-	-	-
Pearl Radio Shelter	-	-	400,000	305,000	150,000
Fire Station 31 Radio Site	-	-	-	-	75,000
<b>Total capital outlay</b>	<b><u>2,129,817</u></b>	<b><u>2,120,058</u></b>	<b><u>4,063,000</u></b>	<b><u>2,459,000</u></b>	<b><u>3,646,000</u></b>
<b>DEBT SERVICE</b>					
Principal	553,000	553,000	585,000	585,000	623,000
Interest	93,390	93,390	65,000	65,000	27,000
<b>Total debt service</b>	<b><u>\$ 646,390</u></b>	<b><u>\$ 646,390</u></b>	<b><u>\$ 650,000</u></b>	<b><u>\$ 650,000</u></b>	<b><u>\$ 650,000</u></b>

1. TDMA Upgrade is the annual payment for the Change Order approved by the Board of Directors  
2. DC Power Upgrade is an annual amount to replace the batteries in various locations

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**  
**PROJECTED CASH RESERVE BALANCES**  
**FISCAL YEAR 2026-2027**

	FY25-26 Final Budget	FY25-26 Projected	FY26-27 Budget
<b>Operating Reserve</b>			
Beginning balance	\$ 1,373,000	\$ 1,373,000	\$ 1,357,500
Operating dues	8,266,000	8,629,000	8,604,000
Interest	360,000	936,000	900,000
Operating expenses	(6,365,000)	(5,430,000)	(6,692,000)
Transfer to Capital Reserve	(2,042,750)	(4,150,500)	(2,496,500)
<b>Ending Balance</b>	<b>1,591,250</b>	<b>1,357,500</b>	<b>1,673,000</b>
<b>Debt Service Reserve</b>			
Beginning balance	1,000,000	1,000,000	1,000,000
Service dues	1,512,000	1,746,000	1,800,000
Debt service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(862,000)	(1,096,000)	(1,150,000)
<b>Ending Balance</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b>Capital Reserve</b>			
Beginning balance	16,511,000	16,511,000	19,298,500
Transfer from other reserves	2,904,750	5,246,500	3,646,500
Capital outlay	(4,063,000)	(2,459,000)	(3,646,000)
<b>Ending Balance</b>	<b>15,352,750</b>	<b>19,298,500</b>	<b>19,299,000</b>
<b>Total Reserve Balance</b>	<b>\$ 17,944,000</b>	<b>\$ 21,656,000</b>	<b>\$ 21,972,000</b>

1. Operating Reserve Balance is equal to 25% of operating expenses
2. Debt Reserve Balance is set to equal \$1,000,000 every fiscal year
3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirements have been met

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

Operating Dues Rate (no service dues)	34	37	40	43	46	46	46	46	46	46	46
Operating Dues Rate (service dues)	31	31	46	46	46	46	46	46	46	46	46

	FY 2025-26 Projected	FY 2026-27 Budget	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast	FY 2033-34 Forecast	FY 2034-35 Forecast	FY 2035-36 Forecast
<b>Operating Reserve</b>											
Balance - beginning	1,373,000	1,357,500	1,673,000	1,702,410	1,786,087	1,832,150	1,894,884	1,958,810	2,024,797	2,093,258	2,164,282
Receipts from members	9,565,000	9,504,000	9,519,000	11,344,000	11,774,000	11,774,000	11,774,000	11,774,000	11,774,000	11,774,000	11,774,000
Payments to suppliers	(5,430,000)	(6,692,000)	(6,809,640)	(7,144,347)	(7,328,600)	(7,579,536)	(7,835,241)	(8,099,190)	(8,373,034)	(8,657,127)	(8,950,481)
Transfer to Capital Reserve	(4,150,500)	(2,496,500)	(2,679,950)	(4,115,976)	(4,399,337)	(4,131,730)	(3,874,833)	(3,608,823)	(3,332,505)	(3,045,849)	(2,750,181)
<b>Balance - ending</b>	<b>1,357,500</b>	<b>1,673,000</b>	<b>1,702,410</b>	<b>1,786,087</b>	<b>1,832,150</b>	<b>1,894,884</b>	<b>1,958,810</b>	<b>2,024,797</b>	<b>2,093,258</b>	<b>2,164,282</b>	<b>2,237,620</b>

<b>Debt Service Reserve</b>											
Balance - beginning	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-	-	-
Service dues	1,746,000	1,800,000	-	-	-	-	-	-	-	-	-
Principal	(585,000)	(623,000)	-	-	-	-	-	-	-	-	-
Interest	(65,000)	(27,000)	-	-	-	-	-	-	-	-	-
Transfer to Capital Reserve	(1,096,000)	(1,150,000)	(1,000,000)	-	-	-	-	-	-	-	-
<b>Balance - ending</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>Capital Reserve</b>											
Balance - beginning	16,511,000	19,298,500	19,299,000	20,991,950	23,120,926	27,445,263	31,516,993	28,617,026	25,451,049	21,996,754	18,255,803
Transfer from other reserves	5,246,500	3,646,500	3,679,950	4,115,976	4,399,337	4,131,730	3,874,833	3,608,823	3,332,505	3,045,849	2,750,181
Capital	(2,459,000)	(3,646,000)	(1,987,000)	(1,987,000)	(75,000)	(60,000)	(6,774,800)	(6,774,800)	(6,786,800)	(6,786,800)	(6,786,800)
<b>Balance - ending</b>	<b>19,298,500</b>	<b>19,299,000</b>	<b>20,991,950</b>	<b>23,120,926</b>	<b>27,445,263</b>	<b>31,516,993</b>	<b>28,617,026</b>	<b>25,451,049</b>	<b>21,996,754</b>	<b>18,255,803</b>	<b>14,219,184</b>

<b>TOTAL RESERVE BALANCE</b>	<b>21,656,000</b>	<b>21,972,000</b>	<b>22,694,360</b>	<b>24,907,013</b>	<b>29,277,413</b>	<b>33,411,877</b>	<b>30,575,836</b>	<b>27,475,846</b>	<b>24,090,012</b>	<b>20,420,085</b>	<b>16,456,804</b>
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**SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS**

Administration	(280,000)	(422,000)	(438,880)	(456,435)	(474,692)	(493,680)	(513,427)	(533,964)	(555,323)	(577,536)	(600,637)
Audit fees	(22,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(86,000)	(110,000)	(114,400)	(118,976)	(123,735)	(128,684)	(133,831)	(139,184)	(144,751)	(150,541)	(156,563)
Legal	(13,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)	(46,970)
Lease	(76,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)	(115,289)
Licenses and permits	(1,000)	(10,000)	(10,400)	(10,816)	(11,249)	(11,699)	(12,167)	(12,654)	(13,160)	(13,686)	(14,233)
Membership fees	(4,000)	(5,000)	(5,200)	(5,408)	(5,624)	(5,849)	(6,083)	(6,326)	(6,579)	(6,842)	(7,116)
Maintenance											
Astro Maintenance	(1,582,000)	(1,665,000)	(1,677,000)	(1,731,000)	(1,801,000)	(1,855,030)	(1,910,681)	(1,968,001)	(2,027,041)	(2,087,852)	(2,150,488)
Astro SUA	(1,420,000)	(1,475,000)	(1,480,000)	(1,510,000)	(1,550,000)	(1,596,500)	(1,644,395)	(1,693,727)	(1,744,539)	(1,796,875)	(1,850,781)
MPLS	(103,000)	(110,000)	(110,000)	(115,000)	(130,000)	(133,900)	(137,917)	(142,055)	(146,317)	(150,707)	(155,228)
NICE SUA & Maintenance	(303,000)	(330,000)	(330,000)	(355,000)	(380,000)	(391,400)	(403,142)	(415,236)	(427,693)	(440,524)	(453,740)
MDR	(310,000)	(330,000)	(330,000)	(345,000)	(360,000)	(370,800)	(381,924)	(393,382)	(405,183)	(417,338)	(429,858)
HVAC	(33,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)	(106,750)
Generators	(33,000)	(50,000)	(52,000)	(54,080)	(55,563)	(57,786)	(60,097)	(61,821)	(64,294)	(67,546)	(70,248)
ALCO maintenance	(600,000)	(600,000)	(624,000)	(648,960)	(674,918)	(701,915)	(729,992)	(759,192)	(789,560)	(821,142)	(853,988)
COCO maintenance	(118,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)	(491,042)
CSI telecommunications	(12,000)	-	-	-	-	-	-	-	-	-	-
Telecommunications engineering	-	(200,000)	(208,000)	(216,320)	(224,973)	(233,972)	(243,331)	(253,064)	(263,187)	(273,714)	(284,663)
Microwave maintenance	(163,000)	(141,000)	(140,000)	(240,000)	(150,000)	(160,000)	(166,400)	(173,056)	(179,978)	(187,177)	(194,664)
Miscellaneous	(19,000)	(60,000)	(62,400)	(64,896)	(67,492)	(70,192)	(73,000)	(75,920)	(78,957)	(82,115)	(85,400)
Security	(34,000)	(43,000)	(44,720)	(46,509)	(48,369)	(50,304)	(52,316)	(54,409)	(56,585)	(58,848)	(61,202)
Utilities	(215,000)	(475,000)	(494,000)	(513,760)	(534,310)	(555,682)	(577,909)	(601,025)	(625,066)	(650,069)	(676,072)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)	(8,542)
Payments to suppliers	<b>(5,430,000)</b>	<b>(6,692,000)</b>	<b>(6,809,640)</b>	<b>(7,144,347)</b>	<b>(7,328,600)</b>	<b>(7,579,536)</b>	<b>(7,835,241)</b>	<b>(8,099,190)</b>	<b>(8,373,034)</b>	<b>(8,657,127)</b>	<b>(8,950,481)</b>

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

	<b>FY 2025-26 Projected</b>	<b>FY 2026-27 Budget</b>	<b>FY 2027-28 Forecast</b>	<b>FY 2028-29 Forecast</b>	<b>FY 2029-30 Forecast</b>	<b>FY 2030-31 Forecast</b>	<b>FY 2031-32 Forecast</b>	<b>FY 2032-33 Forecast</b>	<b>FY 2033-34 Forecast</b>	<b>FY 2034-35 Forecast</b>	<b>FY 2035-36 Forecast</b>
<b>Capital Reserve</b>											
Balance - beginning	16,511,000	19,298,500	19,299,000	20,991,950	23,120,926	27,445,263	31,516,993	28,617,026	25,451,049	21,996,754	18,255,803
Transfer from other reserves	5,246,500	3,646,500	3,679,950	4,115,976	4,399,337	4,131,730	3,874,833	3,608,823	3,332,505	3,045,849	2,750,181
Capital projects:											
Walton Lane Simulcast Site	(272,000)	(1,474,000)	-	-	-	-	-	-	-	-	-
TDMA/Microwave Upgrade	(1,871,000)	(1,872,000)	(1,872,000)	(1,872,000)	-	-	-	-	-	-	-
DC Power Upgrade	(11,000)	(75,000)	-	-	-	-	-	-	-	-	-
Pearl Radio Shelter	(305,000)	(150,000)	-	-	-	-	-	-	-	-	-
Fire Station 31 Radio Site	-	(75,000)	-	-	-	-	-	-	-	-	-
Repeater Replacement Equipment	-	-	-	-	-	-	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)
Console Replacement Equipment	-	-	-	-	-	-	(1,800,000)	(1,800,000)	(1,800,000)	(1,800,000)	(1,800,000)
Prime Site Controller Replacement Equipment	-	-	-	-	-	-	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
Motorola implement Costs for "Platform Migrations County/Other Labor for Motorola "Platform Migrations"	-	-	-	-	-	-	(1,432,800)	(1,432,800)	(1,432,800)	(1,432,800)	(1,432,800)
Shelter Repairs and Improvements	-	-	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Generator Replacements	-	-	(40,000)	(40,000)	-	-	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)
Dehydrator Replacements	-	-	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)
Coaxial and WG Replacements Allowment	-	-	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
Antenna Replacement Allowment	-	-	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
DC Rectifier Replacements	-	-	(20,000)	(20,000)	(20,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
Battery Replacements	-	-	-	-	-	-	(12,000)	(12,000)	(24,000)	(24,000)	(24,000)
Allowance for miscellaneous replacements	-	-	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
<b>Balance - ending</b>	<b>19,298,500</b>	<b>19,299,000</b>	<b>20,991,950</b>	<b>23,120,926</b>	<b>27,445,263</b>	<b>31,516,993</b>	<b>28,617,026</b>	<b>25,451,049</b>	<b>21,996,754</b>	<b>18,255,803</b>	<b>14,219,184</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, 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

### **HIGHLIGHTS:**

#### **REVENUES - \$11.30M**

- \$1,166,000 increase in revenues
  - Rates increased from \$34 per radio per month to \$37 per radio per month for members who do not pay service dues
  - Radio counts decreased for members who only pay operating dues from 12,600 to 11,000
  - Radio counts increased for members who pay operating and service dues from 8,400 to 10,000
  - Interest income increased by \$540,000 due to higher rates of return and higher average daily balances in the pool

#### **EXPENSES - \$10.99M**

- \$327,000 increase in operating expenses
  - \$95,000 net increase in administration due to planning budget
  - \$31,000 net increase in Motorola contract and other maintenance expenses
  - \$182,000 increase in utilities for sites not previously paid by EBRCSA
- \$3.65M in capital outlay
  - \$1.87M for the TDMA and Microwave upgrades
  - \$1.48M for Walton Lane simulcast site
  - \$150,000 for Pearl radio shelter
  - \$75,000 for DC power upgrades
  - \$75,000 for Fire Station 31 radio site
- \$650,000 in debt service

#### **CHANGE IN NET POSITION – increase of \$316,000**

- Projected savings of \$3.71 million in net position when comparing FY25-26 budget to actual revenues and expenses
- Savings of net position in FY26-27 increases capital reserves by \$500

## PROJECTED RESERVES

- Operating - \$1.67M
- Debt - \$1.00M
- Capital - \$19.30M
- Total - \$21.97M