



East Bay Regional Communications System Authority



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

FINANCE COMMITTEE MEETING

NOTICE OF REGULAR MEETING

DATE: April 27, 2018

TIME: 11:00 a.m.

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

AGENDA

1. Call to Order/Roll Call
2. Public Comments (Meeting Open to the Public):
At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.
3. Approval of Minutes of the February 2, 2018, Finance Committee Meeting
4. Amendment to the Three-Year Agreement with Motorola for Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for Master Site
5. Renewal of Annual Service Agreement with Motorola for System Manager
6. Budget Review FY 2018/2019
7. Receive an Update Concerning the RFP for the Multi-Year Plan of System Equipment Replacement and Upgrade
8. Receive an Update on the 7.17 upgrade
9. Agenda Items for Next Meeting
 - Policy and Procedure for Records Management/Retention/Destruction

10. 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.

A handwritten signature in black ink that reads "Tom McCarthy". The signature is written in a cursive, slightly slanted style.

Tom McCarthy, Executive Director

April 21, 2018



**East Bay Regional
Communications
System Authority**



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

AGENDA ITEM NO. 3

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: April 27, 2018**

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

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

SUBJECT: Approval of Minutes of the February 2, 2018 Regular Finance Committee Meeting

RECOMMENDATIONS:

Approve the minutes of the February 2, 2018 Regular Finance Committee Meeting.

SUMMARY/DISCUSSION:

The Finance Committee will consider approval of the minutes of the February 2, 2018 Regular Finance Committee Meeting.

RECOMMENDED ACTION:

It is recommended that the Committee approve the minutes of the February 2, 2018 Finance Committee Meeting.



East Bay Regional Communications System Authority



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

FINANCE COMMITTEE MEETING

REGULAR MEETING

DATE: February 2, 2018

TIME: 11:00 a.m.

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

MINUTES

1. **Call to Order/Roll Call:** 11:01 a.m.

Committee Members Present:

M. Casten, Undersheriff, Contra Costa County Sheriff's Office

T. Acosta, City Manager, City of Union City

T. Dupuis, Chief Information Officer, Alameda County

S. Haggerty, Supervisor, Alameda County

S. Perkins, Councilmember, City of San Ramon

C. Silva, Councilmember, City of Walnut Creek

D. Twa, County Administrator, Contra Costa County

Staff:

T. McCarthy, Executive Director

S. Manning, Auditor-Controller, Alameda County

A. Tyrvanen, Auditor, County of Alameda

C. Soto, Administrative Assistant

Public:

G. Poole, Motorola

2. **Public Comments:** None.

3. Approval of Minutes of the October 13, 2017, and November 17, 2017, Regular Finance Committee Meetings

On motion of Bm. Silva, seconded by Bm. Perkins and by unanimous vote, the Finance Committee approved the minutes of the October 13, 2017 and the November 17, 2017 Regular Finance Committee meetings.

4. East Bay Regional Communications System Authority (EBRCSA) transition to Phase II, from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA) initial Project Schedule

Director McCarthy presented the Staff Report and advised the Authority was working on a schedule for the transition from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA). It would begin in Alameda County south, June 6, 2018. Motorola was working on a very detailed timeline that would be provided to member agencies. This timeline would include pre-testing. The complete cutover date will be June 30, 2020.

Bm. Casten asked if the schedule took into account those agencies that were already TDMA compliant.

Director McCarthy stated they were starting with an area where there were milli-second delays.

Bm. Dupuis stated more than half of Alameda County's radios were not upgradable.

The cost of a new radio was \$5,500 versus a cost of \$300 per radio for a flash upgrade.

Bm. Casten stated when this originally occurred, Contra Costa County purchased Apex radios, knowing they would need to be TDMA capable.

Director McCarthy stated they would have to figure out a schedule for Alameda County radio upgrade, as they were impacted more than any other member agency.

On motion of Bm. Twa, seconded by Bm. Silva and by unanimous vote, the Finance Committee recommended to the full Board, this initial project schedule bringing EBRCSA to Phase II TDMA.

5. Consider Recommendations to Increase the Monthly Cost of EBRCSA to Ensure Adequate Reserve for Necessary Future Upgrades

Director McCarthy presented the Staff Report and advised there had not been a quorum at the last Finance Committee meeting, but this item had been discussed and it was agreed to recommend to the full Board a per radio, per month fee increase of \$8 for FY 18-19, and then a \$3 increase per radio, per month for the following four fiscal years to cover capital replacement costs. The Authority Attorney stated for any financial change, 16

affirmative votes were needed to adopt the item. This item was discussed at the full Board meeting on December 1, 2017, but there were not the needed 16 affirmative votes.

The Committee members and Director McCarthy discussed the item including member agencies' difference in number of radios and the increase that would cause in their budgets. A Capital Equipment Replacement Plan needed to be completed to understand the budget impacts and the need for capital reserve monies in the budget. Director McCarthy was currently working with Alameda County on an RFP for that capital equipment replacement plan. The items to be funded include \$7.9 million for the TDMA upgrade, and \$11,100,000 needed for upgrades of microwaves and batteries.

Bm. Silva made a motion to increase the radio fee by \$3 per radio, per month, to cover the next two fiscal years, FY 18-19, and FY 19-20, starting July 1, 2018.

On a substitute motion by Bm. Haggerty, seconded by Bm. Perkins, and by unanimous vote, the Finance Committee agreed to recommend to the full Board, an increase per radio, per month for Fiscal Year 2018-19, beginning July 1, 2018, of \$3, for a \$28 per radio, per month fee. The increase for Fiscal Year 2019-20, beginning July 1, 2019, would be an additional \$2 per month, per radio, for a \$30 per radio, per month fee; in addition, the use of \$1,125,000 from Capital Reserve funds toward payment of the Phase II Time Division Multiple Access upgrade, which allowed for lower subscriber radio fee increases; and also agreed that Alameda County would assist in preparing a RFP for a Capital Equipment Replacement Plan.

6. East Bay Municipal Utility District Lease of the Carter (Alta Mesa), Pearl, and Skyline Sites

Director McCarthy presented the staff report and advised an agreement had been reached with East Bay Municipal Utility District for lease of the Carter, Pearl and Skyline sites for \$15,000 per year/per site, with a 3% increase per year, with a term of 5 years. The agreement would start with January 2017 because the negotiations had been ongoing since 2017. The Seneca site would be discussed later.

On motion of Bm. Twa, seconded by Bm. Silva and by unanimous vote, the Finance Committee recommended for approval to the full Board, to enter into a Lease agreement with East Bay Municipal Utilities District for the East Bay Regional Communications System Authority equipment located at Pearl, Carter (Alta Mesa) Reservoirs, and Skyline.

7. Discuss contract with CSI Communications which is currently with Contra Costa County Department of Information Technology

Director McCarthy presented the Staff Report and advised this item was a contract with CSI Communications. The Authority currently used CSI services through a Contra Costa County contract with CSI. This would allow the Authority to have their own contract for an amount not to exceed \$200,000 for time and materials. CSI Communications could be

used during the TDMA upgrade, all the engineering and testing is validated by an independent party and not just by Motorola.

On motion of Bm. Perkins, seconded by Bm. Haggerty and by unanimous vote, the Finance Committee recommended for approval to the full Board, to enter into a contract with CSI Telecommunications for specialized Engineering services.

8. Receive an update concerning an RFP regarding the Multi-Year Plan of System Equipment Replacement and Upgrade

Director McCarthy stated Alameda County would be working with him on an RFP for a capital equipment replacement plan for the System.

9. Discuss recommendation made to enter into a Master Contract between Motorola Solutions, Inc. and EBRCOA for member agencies to purchase radios through

Director McCarthy stated he was asking to discuss with Motorola the ability to allow Authority member agencies to purchase radios from one contract.

Mr. Poole, Motorola representative, stated this would allow smaller agencies to benefit from Authority-negotiated prices.

On motion of Bm. Perkins, seconded by Bm. Dupuis and by unanimous vote, the Finance Committee recommended to the full Board, that the Executive Director enter into negotiations with Motorola for a Master contract for member agencies to purchase radios from Motorola.

10. Provide an update on upgrade 7.17 to Dispatch Centers and the Master Site

Director McCarthy stated the 7.17 upgrade would be completed the first couple of weeks of April. He had met with TAC Committee members and a date would be set.

11. Agenda Items for Next Meeting:

An update on the RFP for a capital replacement plan.

12. Adjournment:

With no further business coming before the Finance Committee, the meeting was adjourned at 12:11 p.m.



**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 4

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: April 27, 2018**

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

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

SUBJECT: Amendment to Three-Year agreement with Motorola for Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response Monitoring

RECOMMENDATIONS:

Review, and if Committee agrees, make a recommendation to the Board of Directors to amend the Services Agreement with Motorola Solutions Inc. to add equipment and consoles recently added for System Monitoring, Intrusions Detection, Technical Support, Preventive Maintenance and Infrastructure Response for East Bay Regional Communications System Authority (EBRCSA).

SUMMARY/DISCUSSION:

Motorola Solutions Inc. ("Motorola") has provided monitoring of the EBRCSA Consoles through a series of three-year agreements. The last renewal of the agreement was in May of 2016. Motorola monitors 24x7x365 Dispatch Centers, the Network, Security, Intrusion Detection, and provides Security Updates. Motorola advises the appropriate radio shop of an incident when a technician must respond and provides information as to what is the problem. In

addition, technical support is provided for the Radio Technicians in Alameda and Contra Costa Counties when guidance with a problem is necessary.

The monitoring of the System and having proper security protocols assist in maintaining the Master Site, Prime Sites, Remote Sites, and Dispatch Sites, preventing intrusion and damage or identifying a failure in our System, which is IT based. The following is a description of each of the services:

Dispatch Service: Motorola provides 24x7x365 dispatching service to notify the local technicians of any trouble identified from the System monitoring. They provide case tracking and escalation to elevated levels of response based on the type of System outage.

Network Monitoring: Motorola monitors all components of the land mobile radio equipment with specialized monitoring tools and remote diagnostics. The monitoring information is fed to the dispatching center for local notification.

Astro 25 Security Monitoring: Motorola provides real time monitoring of network security elements, providing rapid detection, analysis, and rapid response to events. Motorola provides remote deployment of pre-tested anti-virus, and intrusion detection and sensor updates.

Pre-Tested Software Subscriptions (PTSS): Motorola provides continuous monitoring of commercial security updates and analyzes them for compatibility with the Astro 25 system. Motorola provides validated anti-virus, operating system patches and IDS signatures. Motorola has a consistent and scheduled approach to patch application.

Technical Support: Motorola provides 24x7x365 access to expert Motorola technologists for system performance and operational issues. This is an invaluable resource for the technician in the field to assist with trouble-shooting System performance and operational issues.

On-Site Infrastructure Response Service: Motorola provides factory-trained experienced technicians to trouble-shoot and repair the Master Site Controller.

Performance Reports: Motorola provides standardized reports that transform raw network data into usable reports, showing different system operational levels (overall system level, zone level, and site level), different user partitions (agency level, talkgroup level, and individual user level), and in-depth visibility into the System providing usage data to identify and address the areas impacting the network performance.

Network Preventative Maintenance: Annual operation test and alignment of infrastructure and fixed network equipment, insuring equipment meets manufacturer specifications.

The amendment to the Services agreement is to cover the following equipment which was added to the EBRCSA System and is no longer under warranty:

45 MCC7500 Consoles installed at 6 new Dispatch Centers

- Oakland Fie (13 ops + 1 spare = 14 ops)

- Oakland Police (14 ops)
- Piedmont (2 ops)
- Oakland Housing Authority (3 ops)
- Brentwood (4 ops)
- Antioch (6 ops)
- San Ramon Fire (addition of 2 ops)
- Alameda County East 2-channel expansion (4 sites)
- Alameda County North West 2-channel expansion (4 sites)
- Contra Costa County East 3-channel expansion (3 sites)
- Crane Ridge ASR 2-channel expansion
- ISSI 8000
- NICE Storage Center Expansion

The increase of \$35,761.68 will provide the necessary coverage until the agreement expires on June 30, 2019. A new agreement will include all of the equipment when these two agreements expire on June 30, 2019.

FINANCIAL IMPACT:

The 2016 Services Agreement (Attachment “A”) was for \$2,790,817.32 for three years and is billed at the rate of \$930,272.44 annually over the life of the three-year term of the Agreement which will expire on June 30, 2019. The funding of the amended Services Agreement is \$35,761.68, and there are sufficient funds available in the maintenance budget. The amendment will not require an increase of user fees. If approved, the FY 2018/2019 Budget which will be presented to the Board of Directors, will be amended to reflect this payment rather than a budget change.

RECOMMENDED ACTION:

It is requested that the Committee recommend to the Board of Directors the amendment of the Services Agreement with Motorola Solutions Inc. to include equipment which was added and is no longer under warranty. The equipment will be included in Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for East Bay Regional Communications System Authority.

Attachments: “A” – Amended Service Agreement
“B” – 2016 Service Agreement

SERVICE AGREEMENT

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

Contract Number: USC000007132
 Contract Modifier: 6/30/2018

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

Required P.O.:
 Customer #: 1036520494
 Bill to Tag#: 0001
 Contract Start date: 01-JUL-2018
 Contract End date: 30-JUN-2019
 Anniversary Day: Jun 14th
 Payment Cycle: IMMEDIATE
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	935.01	11,220.11
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	1,419.18	17,030.28
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	625.95	7,511.23
Sub Total			2,980.14	\$35,761.68
Taxes			0.00	0.00
Grand Total			2,980.14	\$35,761.68
TAXES MAY APPLY AS PER THE JURISDICTIONS				
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS				

Subcontractor(s)	City	State
IL-DO068-SCHMBG, MSI-TECH SUP		
IL-DO066-SCHMBG, MSI-SSC CALL CTR		
IL-DO067-SCHMBG, MSI-SSC NW MGT		

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

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

 CUSTOMER (PRINT NAME) MOTOROLA TITLE DATE
 REPRESENTATIVE (SIGNATURE)

 RON HARMAN 916-605-9544
 MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Company Name : East Bay Regional Communications System Authority
Contract Number : USC000007132
Contract Modifier : R03-AUG-17 20:09:01
Contract Start Date: 01-JUL-2018
Contract End Date : 30-JUN-2019

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

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

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

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

Revised Oct 15, 2015



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001022238
 Contract Modifier: RN16-FEB-16 15:17:06

Date: 05/11/2016

Company Name:	East Bay Regional Communications System Authority
Attn:	TOM MCCARTHY
Billing Address:	4985 Broder Blvd
City, State, Zip:	Dublin, CA, 94568
Customer Contact:	Tom Mccarthy
Phone:	(510)225-5930

Required P.O.: No

Customer #: 1036520494
 Bill to Tag #: 0001

Contract Start Date: 07/01/2016
 Contract End Date: 06/30/2019
 Anniversary Day: Jun 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
6	SVC01SVC0032C SVC152AD	ASTRO NETWORK MONITORING-CTD ASTRO25 PRIME SITE	\$9,937.93	\$357,765.48
38	SVC153AD	ASTRO25 REMOTE SITE		
21	SVC158AD	ASTRO25 DISPATCH SITE		
	SVC01SVC0033A	SECURITY MONITORING	\$37,264.65	\$1,341,527.40
3	SVC829AE	FIREWALL		
3	SVC830AE	MASTER SITE		
3	SVC831AE	INTRUSION DETECTION SYSTEM		
3	SVC832AE	CENTRALIZED SYSLOG SERVER		
	SVC01SVC0115A	ASTRO PERF MGMT RPT - COAM	\$2,382.38	\$85,765.68
3	SVC524AE	PERFORMANCE MGMT REPORTS-COAM		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$4,490.48	\$161,657.28
3	SVC051AD	ASTRO25 MASTER SITE		
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$273.00	\$9,828.00
2	SVC076AD	ASTRO25 MASTER SITE		
3	SVC922AG	DISPATCH SITE		
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$1,891.01	\$68,076.36
1	SVC041AD	ASTRO25 MASTER SITE		
3	SVC088AH	DISPATCH SITE		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$7,122.56	\$256,412.16
1	SVC032AD	ASTRO25 MASTER SITE		
9	SVC034AD	ASTRO25 PRIME SITE		
33	SVC035AD	ASTRO25 REMOTE SITE		
17	SVC040AD	ASTRO25 DISPATCH SITE		
3	SVC180AH	DISPATCH SITE		
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$2,456.69	\$88,440.84
34	SVC132AD	ASTRO25 REMOTE SITE		
21	SVC137AD	ASTRO25 DISPATCH SITE		
9	SVC486AE	ASTRO25 PRIME SITE		

1	SVC01SVC1405C SVC118AD	NETWORK PREVENTATIVE MAINTENANCE A ASTRO25 MASTER SITE	\$631.87	\$22,747.32
2	SVC120AD	ASTRO25 PRIME SITE		
9	SVC121AD	ASTRO25 REMOTE SITE		
4	SVC126AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$6,668.43	\$240,063.48
3	SVC085AD	ASTRO25 MASTER SITE		
3	SVC939AG	DISPATCH SITE		
1	SVC02SVC0126A	NICE GOLD-LITE PACKAGE SITE(S)	\$4,403.70	\$158,533.32

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services \$77,522.70 \$2,790,817.32

Subtotal - One-Time Event
Services \$.00 \$.00

Total \$77,522.70 \$2,790,817.32

Taxes - -

Grand Total \$77,522.70 \$2,790,817.32

If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer on reestablishment of the expired service contract.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA CALIFORNIA REGION DO 099	TOLUCA LAKE	CA
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
NICE SYSTEMS INC	RESTON	VA

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

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME) _____

MOTOROLA REPRESENTATIVE(SIGNATURE) _____ TITLE _____ DATE _____

Brandon Burke 619-481-0555
MOTOROLA REPRESENTATIVE(PRINT NAME) _____ PHONE _____

Company Name: East Bay Regional Communications System Authority
Contract Number: S00001022238

Contract Modifier: RN16-FEB-16 15:17:06
Contract Start Date: 07/01/2016
Contract End Date: 06/30/2019

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

in which the Services are performed.

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

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

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

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

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

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

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

Revised Oct 15, 2015



**East Bay Regional
Communications
System Authority**



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

AGENDA ITEM 5

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: April 27, 2018**

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

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

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

RECOMMENDATIONS:

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

SUMMARY/DISCUSSION:

Representatives from Alameda and Contra Costa Counties and EBRCSA staff, have been working with Motorola Solutions Inc. ("Motorola") since the EBRCSA System was completed to maintain the system and ensure the System is functioning correctly. In April 2018, Motorola successfully completed the third System upgrade to migrate the System to version 7.17. As part of the upgrade, the computer servers at the master site needed extensive updating and reprogramming. In addition, it required replacement of 155 computers and updates to the remaining 47 computers with the new software so that every MCC 7500 Dispatch Console in every dispatch center could be replaced. The System upgrade was a team effort of representatives from Motorola and our technicians. The upgrade was managed by our System Manager and Technician who were retained on contract, with additional assistance from

Motorola staff. The transition was seamless. This was in part due to having people familiar with all our Master Site and Dispatch Centers, overseeing the transition.

While the technicians have received training on the maintenance and trouble-shooting of the System components, there have been changes associated with the System upgrade that require ongoing support from Motorola. We are continuing to expand the System, adding Dispatch Centers, the ISSI 8000, and MCC 7500 consoles.

It is necessary to continue to call upon them to assist with review of Code Plugs, Problem-Solving Microwave Issues, System Loading, and implementation of the ISSI 8000 with BART. The success of the System is directly linked to active oversight and maintenance of the EBRCSA System. The training and updates which Motorola provides these staff members is invaluable.

FISCAL IMPACT:

The Services Agreement (Attachment "A") is for \$248,258.84 for the fiscal year FY2018/2019 and is included in the FY 2018/2019 Budget under Maintenance. The funding for the Network Administration will not require an increase in the user fees for EBRCSA members.

RECOMMENDED ACTION:

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

Attachments: "A"



SERVICE AGREEMENT

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

Contract Number: USC000007120
 Contract Modifier: CHG01

Date: 03-APR-2018

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

P.O.#: N/A
 Customer #: 1036520494
 Bill to Tag#: 0001
 Contract Start Date: 01-JUL-2018
 Contract End Date: 30-JUN-2019
 Payment Cycle: IMMEDIATE
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC01SVC2012C	***** Recurring Services ***** SP - CONTRACT ADMINISTRATION SERVICE <i>↳ NETWORKS</i>	\$20,688.07	\$248,256.84
Sub Total			\$20,688.07	\$248,256.84
Taxes			\$0.00	\$0.00
Grand Total			\$20,688.07	\$248,256.84
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
West Adjustment	San Diego	CA

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

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

RON HARMAN	916-605-9544
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : East Bay Regional
Communications System
Authority
Contract Number : USC000007120
Contract Modifier : CHG01
Contract Start Date : 01-JUL-2018
Contract End Date : 30-JUN-2019



**East Bay Regional
Communications
System Authority**



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

AGENDA ITEM NO. 6

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: April 27, 2018**

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

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

SUBJECT: Budget Review FY 18/19

RECOMMENDATIONS:

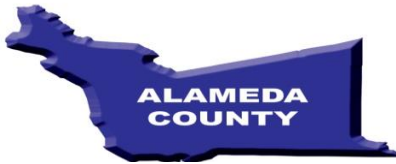
Receive a report from the Executive Director concerning the FY 18/19 Budget. It is recommended that the Committee recommend to the Board of Directors, a budget for FY 18/19 based on the information discussed in this item.

SUMMARY/DISCUSSION:

Aaron Tyrvanen, Alameda County Auditor's Office, has prepared the FY 18/19 Budget so that the Finance Committee will have information concerning the Fiscal Year Budget.

RECOMMENDED ACTION:

It is recommended that you Committee discuss and reach a consensus for the Fiscal Year Budget for FY 18/19, for presentation to the Board of Directors.



**East Bay Regional
Communications
System Authority**



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

BUDGET
FISCAL YEAR 2018-19

Revenues

Operating payments	5,900,000
Service payments	1,300,000
Interest	50,000
Total revenues	7,250,000

Expenses

Administration	280,000
Audit fees	20,000
Insurance	30,000
Lease	50,000
Legal	20,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,310,000
Security	11,000
Utilities	150,000
Website hosting	4,000
Total operating expenses	3,915,000
Capital	1,915,000
Debt Service	650,000
Total expenses	6,480,000
Net Income	770,000

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM
EXPENDITURE DETAIL
FISCAL YEAR 2018-2019**

OPERATING EXPENSES	FY17-18 Budget	FY17-18 Projected	FY18-19 Budget	Change FY18 vs FY19
Administration				
Executive director	225,000	223,000	225,000	(2,000)
Administrative assistant	40,000	8,000	40,000	(32,000)
Travel	4,000	-	5,000	(5,000)
Miscellaneous	10,000	3,000	10,000	(7,000)
Audit fees	20,000	18,000	20,000	(2,000)
Insurance	30,000	20,000	30,000	(10,000)
Legal	20,000	5,000	20,000	(15,000)
Lease	5,000	90,000	50,000	40,000
Licenses and permits	30,000	5,000	30,000	(25,000)
Membership fees	10,000	9,000	10,000	(1,000)
Landscaping	10,000	-	-	-
Maintenance				
Service agreement	931,000	931,000	931,000	-
Software maintenance (SUA II)	832,000	832,000	939,000	(107,000)
Network administration	250,000	250,000	250,000	-
HVAC maintenance	15,000	15,000	15,000	-
Generator maintenance	55,000	40,000	40,000	-
ALCO general maintenance	600,000	600,000	600,000	-
COCO general maintenance	220,000	210,000	220,000	(10,000)
CSI telecommunications	-	-	200,000	(200,000)
Microwave maintenance	110,000	113,000	115,000	(2,000)
Security	10,000	11,000	11,000	-
Utilities	140,000	140,000	150,000	(10,000)
Website hosting	4,000	4,000	4,000	-
Total expenses	<u>3,571,000</u>	<u>3,527,000</u>	<u>3,915,000</u>	<u>(388,000)</u>
CAPITAL EXPENDITURES				
Inter Sub System Interface	360,000	360,000	-	360,000
ALCO East 2-Channel Upgrade	360,000	360,000	-	360,000
TDMA	-	-	1,665,000	(1,665,000)
DC Power Upgrade	-	-	250,000	(250,000)
Total expenditures	<u>720,000</u>	<u>720,000</u>	<u>1,915,000</u>	<u>(1,195,000)</u>
DEBT SERVICE				
Principal	437,000	437,000	454,000	(17,000)
Interest	213,000	213,000	196,000	17,000
Total expenses	<u>650,000</u>	<u>650,000</u>	<u>650,000</u>	<u>-</u>

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM
PROJECTED CASH RESERVE BALANCES
FISCAL YEAR 2018-2019**

	FY17-18 Budget	FY17-18 Projected	FY18-19 Budget
Operating Reserve			
Beginning Balance	1,674,500	1,674,500	1,763,500
Operating Payments	5,000,000	5,300,000	5,900,000
Initial Payments	-	180,000	-
Interest	20,000	30,000	50,000
Operating Expenses	(3,571,000)	(3,527,000)	(3,915,000)
Transfer to Capital Reserve	(1,338,000)	(1,894,000)	(1,841,000)
Ending Balance	1,785,500	1,763,500	1,957,500
Debt Service Reserve			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,200,000	1,600,000	1,300,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(550,000)	(950,000)	(650,000)
Ending Balance	1,000,000	1,000,000	1,000,000
Capital Reserve			
Beginning Balance	5,155,925	5,155,925	7,909,925
Grants	630,000	630,000	-
Transfer In	1,888,000	2,844,000	2,491,000
Capital	(720,000)	(720,000)	(1,915,000)
Ending Balance	6,953,925	7,909,925	8,485,925
Total Reserve Balance	9,739,425	10,673,425	11,443,425

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

10 YEAR CASH FLOW PROJECTION

	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
	Projected	Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Operating Reserve											
Balance - beginning	1,674,500	1,763,500	1,957,500	2,016,225	2,076,712	2,139,013	2,203,183	2,269,279	2,337,357	2,407,478	2,479,702
Operating payments	5,300,000	5,900,000	6,377,400	6,390,360	6,403,346	6,416,358	6,429,396	6,442,460	6,455,550	6,468,666	6,481,809
Initial payments	180,000	-	7,200	7,200	7,214	7,229	7,243	7,258	7,272	7,287	7,301
Interest	30,000	50,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Administration	(234,000)	(280,000)	(288,400)	(297,052)	(305,964)	(315,142)	(324,597)	(334,335)	(344,365)	(354,696)	(365,336)
Audit fees	(18,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Insurance	(20,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Legal	(5,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Lease	(90,000)	(50,000)	(51,500)	(53,045)	(54,636)	(56,275)	(57,964)	(59,703)	(61,494)	(63,339)	(65,239)
Licenses and permits	(5,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Membership fees	(10,000)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)	(13,048)
Maintenance											
Customer svc. agmt.	(931,000)	(931,000)	(958,930)	(987,698)	(1,017,329)	(1,047,849)	(1,079,284)	(1,111,663)	(1,145,013)	(1,179,363)	(1,214,744)
SUA II	(832,000)	(939,000)	(967,170)	(996,185)	(1,026,071)	(1,056,853)	(1,088,558)	(1,121,215)	(1,154,852)	(1,189,497)	(1,225,182)
System management	(250,000)	(250,000)	(257,500)	(265,225)	(273,182)	(281,377)	(289,819)	(298,513)	(307,468)	(316,693)	(326,193)
HVAC	(15,000)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,002)	(19,572)
Generators	(40,000)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)	(52,191)
ALCO maintenance	(600,000)	(600,000)	(618,000)	(636,540)	(655,636)	(675,305)	(695,564)	(716,431)	(737,924)	(760,062)	(782,864)
COCO maintenance	(210,000)	(220,000)	(226,600)	(233,398)	(240,400)	(247,612)	(255,040)	(262,692)	(270,572)	(278,689)	(287,050)
CSI telecommunications	-	(200,000)	(206,000)	(212,180)	(218,545)	(225,102)	(231,855)	(238,810)	(245,975)	(253,354)	(260,955)
Microwave maintenance	(113,000)	(115,000)	(118,450)	(122,004)	(125,664)	(129,434)	(133,317)	(137,316)	(141,435)	(145,679)	(150,049)
Security	(10,000)	(11,000)	(11,330)	(11,670)	(12,020)	(12,381)	(12,752)	(13,135)	(13,529)	(13,934)	(14,353)
Utilities	(140,000)	(150,000)	(154,500)	(159,135)	(163,909)	(168,826)	(173,891)	(179,108)	(184,481)	(190,016)	(195,716)
Web site hosting	(4,000)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)	(5,219)
Transfer to Capital Reserve	(1,894,000)	(1,841,000)	(2,313,425)	(2,203,650)	(2,090,233)	(1,973,049)	(1,851,985)	(1,726,925)	(1,597,745)	(1,464,324)	(1,326,532)
Balance - ending	1,763,500	1,957,500	2,016,225	2,076,712	2,139,013	2,203,183	2,269,279	2,337,357	2,407,478	2,479,702	2,554,093
Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Service payment	1,600,000	1,300,000	1,308,096	1,310,982	1,313,873	1,316,771	1,319,674	1,322,583	1,325,497	1,328,418	1,331,344
Principal	(437,000)	(454,000)	(473,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-
Bond interest	(213,000)	(196,000)	(177,000)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-
Transfer to Capital Reserve	(950,000)	(650,000)	(658,096)	(660,982)	(663,873)	(666,771)	(669,673)	(672,583)	(675,497)	(678,418)	(2,331,345)
Balance - ending	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-
Capital Reserve											
Balance - beginning	5,155,925	7,909,925	8,485,925	9,542,446	10,492,078	11,331,184	12,056,004	14,327,662	16,477,170	18,500,412	20,393,154
Grants	630,000	-	-	-	-	-	-	-	-	-	-
Transfer In	2,844,000	2,491,000	2,971,521	2,864,632	2,754,106	2,639,820	2,521,658	2,399,508	2,273,242	2,142,742	3,657,877
Capital	(720,000)	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)
Balance - ending	7,909,925	8,485,925	9,542,446	10,492,078	11,331,184	12,056,004	14,327,662	16,477,170	18,500,412	20,393,154	23,801,031
TOTAL RESERVE BALANCE	10,673,425	11,443,425	12,558,671	13,568,789	14,470,197	15,259,187	17,596,942	19,814,527	21,907,890	23,872,856	26,355,124