



# **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: September 13, 2019**

**TIME:** 11:00 a.m.

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

### **AGENDA**

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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 April 5, 2019, Finance Committee Meeting
4. Renewal of Agreement with Contra Costa County Department of Information Technology for Two Years
5. Renewal of Agreement with CSI for Engineering Consulting Services for Three Years
6. Review and Make Recommendation on Capitol Replacement Project Proposals
7. Recommend a Member of the Finance Committee to Assist in Evaluation of Executive Director
8. Discussion of EBRCSA Microwave Upgrade and Transition to Multiprotocol Label Switching (MPLS)
9. Discussion of EBRCSA Interference Analysis 5G
10. Agenda Items for Next Meeting
11. 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

September 8, 2019



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 3.**

**AGENDA STATEMENT  
FINANCE COMMITTEE MEETING  
MEETING DATE: September 13, 2019**

**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 April 5, 2019 Regular Finance Committee Meeting

**RECOMMENDATIONS:**

Approve the minutes of the April 5, 2019 Regular Finance Committee meeting.

**SUMMARY/DISCUSSION:**

The Finance Committee will consider approval of the minutes of the April 5, 2019 Regular Finance Committee meeting.

**RECOMMENDED ACTION:**

It is recommended that the Committee approve the minutes of the April 5, 2019 Regular Finance Committee meeting.



# **East Bay Regional Communications System Authority**



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## **FINANCE COMMITTEE MEETING**

### **NOTICE OF REGULAR MEETING**

**DATE: April 5, 2019**

**TIME:** 11:00 a.m.

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

### **MINUTES**

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**1. Call to Order/Roll Call: 11:03 a.m.**

Committee Members Present:

M. Casten, Undersheriff, Contra Costa County Sheriff's Office  
T. Acosta, City Manager, Union City  
J. Calabrigo, Town Manager, Town of Danville  
T. Dupuis, Chief Information Officer, Alameda County  
S. Perkins, Councilmember, City of San Ramon  
C. Silva, Councilmember,  
D. Twa, County Administrator, Contra Costa County

Staff:

T. McCarthy, Executive Director  
C. Boyer, Assistant Controller, Alameda County  
C. Soto, Administrative Assistant

Public:

G. Poole, Motorola

**2. Public Comments (Meeting Open to the Public): None.**

**3. Approval of Minutes of the February 22, 2019, Finance Committee Meeting**

On motion of D. Twa, seconded by S. Perkins and by unanimous vote, the Finance Committee approved the minutes of the February 22, 2019 Finance Committee meeting.

#### **4. Renewal of Agreement with Motorola for Four Years of Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for Master Site**

Director McCarthy introduced Craig Boyer, Assistant Controller, Alameda County as the new auditor for the Authority.

Director McCarthy presented the Staff Report and advised that this agreement would provide 24-hour, 7-days-a-week, 365-days-a-year coverage and monitoring for the core of the System. The proposed agreement was for four years to line up with the Authority's SUA agreement with Motorola. Some of the associated cost increases with the agreement were because of the addition of new agencies' equipment. The first year of that equipment was covered by warranty, now they were included in the total. This also includes cyber security for some 170 computers that were all possible points of unlawful entry into the System. This agreement included security patches and updates that will now be downloaded by Motorola to all the appropriate equipment. This also brought in Motorola on preventative maintenance on the System's six prime sites which link into the Master Site. Motorola proposed a 7.5% cost increase to this agreement starting in year one, and spanning over the four years of the agreement.

Bm. Calabrigo asked why the increase was not phased in over the four years. How much of the increase was an increase in services and how much was for added service? Why could they not look at something that was phased in over four years, versus an immediate 7.5% increase?

Bm. Silva stated the cost of living and the CPI, nationally, were not 7.5%.

11:14 a.m. Bm. Haggerty arrived.

Bm. Silva stated that the Authority should be concerned about proposed AB1332. It was a divestiture that said everyone across the State, including CalPERS, must divest itself of any investment or equipment or ownership of any product that also sells to Homeland Security. Motorola, as well as Microsoft, sold to Homeland Security. If the Authority were to go to another company, they would have to rebuild the System. They needed to get Public Safety involved. This was a serious issue that needed to be discussed because Motorola was the Authority's single source provider.

Director McCarthy asked if the Committee wanted him to go back to Motorola to renegotiate the agreement.

Bm. Calabrigo stated one suggestion was if they were discussing 7.5% by the fourth year, it could be an increase of 1.25% a year, for the four years.

Director McCarthy stated the previous quote was a 5% increase per year.

Bm. Perkins stated the Authority's income did not change unless they did a rate change. If there was a mechanism that raised the Authority's income by 1 or 2% every year, so that the income changed with the expenses, he could see doing that.

By consensus, the Board of Directors instructed Director McCarthy to continue discussions with Motorola to negotiate a contract with a 3-1/2% to 4% increase in the first year, and smaller increases, such as 1%, for the following three years.

## **5. Renewal of Annual Service Agreement with Motorola for System Manager**

Director McCarthy presented the Staff Report and advised that this agreement's increase was close to 10% for one year, and included COLA increases for Motorola staff that were assigned to the System. This included the person that attended all the System's TAC meetings and oversaw issues such as Antioch's site, somewhat of a project manager. There was also the person that takes care of the Master Site, a specialist. The other person was the 24-hour answering point in Schaumburg, IL, dispatch services.

Boardmembers and Executive Director discussed the rate increase and the possibility of the term of the agreement being tied to the same timeline as the SUA. This had been a year-to-year agreement. They agreed to ask for a four-year agreement to tie in with the timing and negotiation of the previously discussed contract.

The Boardmembers directed Director McCarthy to return to negotiations with Motorola to discuss a lower level of increase, because of the same concerns as the previous item. They suggested that it also be a four-year contract.

G. Poole, Motorola representative, provided public comment on this item.

## **6. Budget Review FY 2019/2020**

Director McCarthy presented the Staff Report and advised that Craig Boyer would present the FY 2019/20 budget.

Mr. Boyer stated on the revenue side there was a \$2 increase per radio, per month in operating payments that was approved by the Board, that would increase revenues by approximately \$500,000 for the year; being offset against the loss of CalTrans contributing service payments by approximately \$110,000 per year. On the expense side, the most significant changes were the Motorola agreements just discussed. This made up the increases on the expenditure side. The only other increase was for anticipated increase in costs of PG&E utilities. Other than those items, the numbers were fairly consistent with this fiscal year's budget.

Bm. Perkins asked, in reference to the Ten-Year Cash Flow Projection, there were a number of increases in the out years, what was the basis for the increases in operating payments?

Mr. Boyer stated they applied an assumption of a 3% increase per year.

Bm. Perkins stated that would require an increase in rates as that was income. That was significant as the Authority had only had one increase. He was not sure it was a good assumption.

Director McCarthy stated there would be a second increase July 1, 2019. There was also the capital replacement plan needed that would change the entire Ten-Year Cash Flow Projection.

Bm. Perkins asked about the budget for generators which was increased for major maintenance every three years. Why was it not shown in the budget? The number on the generator line needed to be increased.

Director McCarthy stated, as requested, he had an RFP ready to go out for generators and it would include maintenance, so the numbers may change again.

Bm. Perkins asked if in regard to the debt service reserve, did the service payments expire in June 2027? Would that still be collected after the debt was paid?

Director McCarthy stated it was different than the operating payment and that would be a Board decision. It would need to be removed from the last two years on the Ten-Year Cash Flow Projection.

Bm. Silva stated they had always been looking at cashflow. It was time to look at the long-term forecast and the capital replacement plan.

Mr. Boyer stated they could consolidate some of the operating expenses and show it as one line item.

Bm. Perkins stated he would show zero increase in operating payments unless the Authority had authorized future increases, or there was a policy of "X" percent per year.

On motion of Bm. Silva, seconded by Bm. Perkins and by unanimous vote, the Finance Committee approved for recommendation to the full Board, the Resolution Adopting an Administrative Budget for Fiscal Year 2019/2020, pending updated numbers in the maintenance line item per the two service agreements that were continuing to be negotiated with Motorola.

## **7. Update on Capitol Replacement Report**

Director McCarthy presented the Staff Report and advised it was very difficult to find vendors to respond to the request for a Capitol Replacement Report. He had received one response from Mark Lavonte and Kim Allen and was waiting for a second response.

Bm. Perkins asked was the work to identify all the capital equipment pieces, apply an aging to each, and a potential replacement cost.

Director McCarthy responded yes, and it would also include future technology, as it was what drove much of the cost. The System was very current with technology, but what was needed was to determine what the Authority owned, what each member agency owned and what was the life span on the equipment owned by the Authority.

## **8. Agenda Items for Next Meeting**

Director McCarthy stated at the next meeting he would be discussing the microwave.

Bm. Silva asked for the baseline forecast with known assumptions.

Bm. Perkins asked for an update on the TDMA installation.

Director McCarthy stated all the equipment had been installed and tested. The information was being shared with CSI, and CSI was signing non-disclosure agreements this week. Alameda County was at 12% of having all radios replaced/upgraded; Contra Costa County was getting it done. Alameda County upgrades would go up to the June 2020 deadline. He would be speaking to the Alameda County Police Chiefs on June 6 to give them a reminder about timeline, and would speak to other member agencies in the future.

Bm. Perkins asked that TDMA Upgrade status be an item on the Agenda every meeting until June 2020.

Bm. Acosta announced he would retire in June 2019. The Alameda County City Manager's Association would select a new Boardmember.

## **9. Adjournment:**

With no further business coming before the Finance Committee, the meeting was adjourned at 11:59 a.m.





**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM 4.**

**AGENDA STATEMENT  
FINANCE COMMITTEE  
MEETING DATE: September 13, 2019**

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

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

**SUBJECT:** Services Agreement with Contra Costa County Department of Information Technology

**RECOMMENDATIONS:**

Review, and if Committee agrees, make a recommendation to the Board of Directors to amend/extend an agreement with Contra Costa County Department of Information Technology to provide Communications Operations Support Services, radio services, installation, and maintenance of radio sites and 911 Dispatch centers that are part of the East Bay Regional Communications System Authority.

**SUMMARY/DISCUSSION:**

The Contra Costa County Department of Information Technology has a contract, attachment "A", with East Bay Regional Communications System Authority (EBRCSA) to provide radio services, installation, and maintenance of radio sites and 911 Dispatch centers that are part of EBRCSA. The value of the contract, \$1,360,000, had been increased through amendments. Contra Costa County Department of Information Technology has requested the value of the contract be increased to \$1,820,000.00 and extended to June 30, 2021, attachment "B". The increase in the value of the contract over the two years will be \$460,000.00. The amendment to the contract will allow them to perform work for EBRCSA until the contract expires or is amended again in

June 2021. Contra Costa County Department of Information Technology will continue to bill monthly for time and materials per the contract. The increase to the contract is necessary to compensate for the labor rates and cost of materials used performing the work.

**FINANCIAL IMPACT:**

The value of the contract had been increased through amendments and was \$1,360,000.00. Contra Costa County Department of Information Technology has requested the value of the contract be increased to \$1,820,000.00 and extended to June 30, 2021, see attachment “B”. The increase in the value of the contract over the two years will be \$460,000.00. The approved FY 2019/2020 EBRCSA Budget had approved \$200,000.00 for the Contra Costa County Department of Information Technology’s services. The amended contract will require a budget change and addition of \$30,000.00 for the FY 2019/2020-line item for the COCO general maintenance.

The increase of the Services Agreement can be covered in projected operating revenue and will not require an increase in the user fees for EBRCSA members.

**RECOMMENDED ACTION:**

It is recommended the Committee make a recommendation to the Board of Directors that EBRCSA amend/extend their current contract with the Contra Costa County Department of Information Technology and increase the contract value from \$1,360,000.00 to \$1,820,000.00, an increase of \$460,000.00, through June 30, 2021.

The funding for the increase in the value of the contract is available in the maintenance budget.

Attachments:

“A” – Current Contract with Contra Costa County Department of Information Technology

“B” – Request for Contract modification

“C” - EBRCSA Expenditure Detail FY 2019-2020

# **ATTACHMENT “A”**

**INTERAGENCY AGREEMENT**  
**(County Provides Services)**

Number  
Fund/Org# 4295  
Account # 2310  
Other #

1. **Contract Identification.**  
Department: Department Of Information Technology (DoIT)  
Subject: County DoIT to provide radio services, installations, and maintenance of radio sites and 911 Dispatch Centers that are part of the East Bay Regional Communications System.
2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:  
  
Agency: East Bay Regional Communications System Authority  
Capacity: A California joint powers authority  
Address: 4985 Broder Blvd. Dublin, CA 94568
3. **Term.** The effective date of this Agreement is December 4, 2012 and it terminates on December 3, 2015, unless sooner terminated as provided herein.
4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$400,000.00.
5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth Section C of the Service Plan, and perform other obligations as specified in the Service Plan, subject to all the terms and conditions contained or incorporated herein.
7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.
8. **Project.** This Agreement implements in whole or in part the following described Project: East Bay Regional Communications System Authority communications project.
9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Government Code Section 26227.

[Signatures appear on following page.]

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<b>BOARD OF SUPERVISORS</b> By: _____ Chairman/Désignee	<b>ATTEST: Clerk of the Board of Supervisors</b> By: _____ Deputy
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**AGENCY**

East Bay Regional Communications System Authority

<b>Signature of authorized Agency representative</b> By: <u>Gregory J. Ahern</u> Name: <u>Gregory J. Ahern</u> Title: <u>Alameda County Sheriff</u> <u>EBRCSA Board Chair</u>	<b>Signature of authorized Agency representative</b> By: <u>William J. McCammon</u> Name: <u>William J. McCammon</u> Title: <u>EBRCSA Executive Director</u>
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ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(insert name and title of the officer), personally appeared \_\_\_\_\_

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

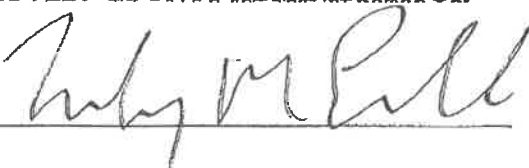
RECOMMENDED BY DEPARTMENT

FORM APPROVED  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel  
Eric Belston

APPROVED: COUNTY ADMINISTRATOR

By: 

Designee

**PAYMENT PROVISIONS**  
(Fee Basis Contracts - Long and Short Form)

Number \_\_\_\_\_

1. **Payment Amounts.** Subject to the **Payment Limit** of this Contract and subject to the following **Payment Provisions**, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ \_\_\_\_\_ monthly, or
- b. \$ \_\_\_\_\_ per unit, as defined in the Service Plan, or
- c. \$ \_\_\_\_\_ after completion of all obligations and conditions herein.
- d. Other: As set forth in Section C of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

Initials: \_\_\_\_\_  
Contractor                      County Dept.



5. Audit Exceptions. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: \_\_\_\_\_  
Contractor                      County Dept.

**SERVICE PLAN OUTLINE**  
**(Purchase of Services - Long Form)**

Number

**SERVICE PLAN**

A. County Obligations. County will provide the following services at East Bay Regional Communications System Authority ("EBRCSA") radio sites throughout Contra Costa County, and at the emergency operations center located in Dublin, Alameda County.

1. Installation and maintenance of P25 radio site land mobile radio hardware and software
2. Installation and maintenance services of microwave hardware and software.
3. Installation and maintenance of system and component monitoring equipment.
4. Installation and maintenance of radio site power supplies, generator, security systems, and other related equipment.
5. Installation, maintenance, planning, and engineering of radio shelter, tower or monopole, pathways, and related facilities.
6. Fleet map design, planning, training, and maintenance.
7. Site development services, which include site surveys, engineering, planning, coverage modeling, and specification development.
8. Installation and maintenance of dispatch consoles and console interface equipment.

With the prior written approval of EBRCSA, County may subcontract with third party service providers for the performance of services under this contract.

B. EBRCSA Obligations. EBRCSA will allow County to access its radio sites for the purpose of County performing the services called for under this contract.

C. Payment Provisions:

1. Labor Service Rates. County will be paid for its services according to the following hourly rates.
  - a. EBRCSA will pay County \$120 per hour (the "Regular Rate") for work performed by a Communications Equipment Specialist between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays ("Regular Hours").
  - b. EBRCSA will pay County at a rate equal to 1.5 times the Regular Rate for work performed by a Communications Equipment Specialist outside of Regular Hours.
  - c. County may increase the Regular 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 Regular Rate, and any such change will be effected by an amendment to this contract.
2. Materials and Third Party Vendor Charges. County will bill for materials used in performing services under this contract at its cost, and the materials will carry the manufacturer's warranty. County will bill for subcontractor services it uses to perform services under this contract at the cost any such third party service provider charges County.

Initials: \_\_\_\_\_  
EBRCSA                      County

3. Invoices. County will submit said demands for payment no later than 60 days from the end of the month in which the contract services upon which such demand is based were actually rendered. EBRCSA will make payment in respect of invoices submitted within 30 days of receipt of an invoice.

Initials: \_\_\_\_\_  
EBRCSA County

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. Compliance with Law. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. Inspection. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. Records. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

a. Retention of Records. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

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

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

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Contractor

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County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be

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Contractor

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines,

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Contractor

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County Dept.



GENERAL CONDITIONS  
(Purchase of Services - Long Form)

penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

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

a. Commercial General Liability Insurance. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

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Contractor

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County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. Copyrights and Rights in Data. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County 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.

26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. Required Audit. (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

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

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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Contractor

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County Dept.

**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

The following Special Conditions are hereby made part of the contract between Contra Costa County, and East Bay Regional Communications System Authority, a California Joint Powers Authority ("EBRCSA").

1. References in these Special Conditions to "Contractor" are deemed to be references to Contra Costa County, on behalf of its Department of Information Technology.
2. The General Conditions attached to this contract are hereby deleted in their entirety and replaced with the following:
  1. Compliance with Law. Each of Contractor and County are subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
  2. Inspection. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of EBRCSA.
  3. Records. Contractor must keep and make available for inspection and copying by authorized representatives of EBRCSA, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by EBRCSA.
  4. Termination and Cancellation. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
  5. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
  6. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by EBRCSA and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
  7. Modifications and Amendments. This Contract may be modified or amended only by a written document executed by EBRCSA and the Contra Costa County Board of Supervisors or, after

Initials:

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EBRCSA

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County

Board approval, by its designee, subject to any required state or federal approval.

8. Disputes. Disagreements between EBRCSA and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his or her designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

9. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

10. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

11. No Waiver by EBRCSA. Subject to Paragraph 8. (Disputes) of these Special Conditions, inspections or approvals, or statements by any officer, agent or employee of Contractor indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is EBRCSA thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

12. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Neither party may assign this Contract without the prior written approval of the other party.

13. Independent Contractor Status. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association, and Contractor shall have no entitlement to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits provided by EBRCSA to its employees (if any), agents, officers, consultants or volunteers. In the event that EBRCSA exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

14. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by EBRCSA, Contractor will complete a "Statement of Economic Interest" form and file it with EBRCSA and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with EBRCSA.

Initials: \_\_\_\_\_  
EBRCSA County

15. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them.

16. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation.

17. Indemnification.

a. Contractor Indemnification. Contractor will defend, indemnify, save, and hold harmless EBRCSA and its officers, agents and employees, if any, from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by EBRCSA, Contractor will defend any such suits at its sole cost and expense. If EBRCSA elects to provide its own defense, Contractor will reimburse EBRCSA for any expenditures, including reasonable attorneys' fees and costs. Contractor is not required to indemnify EBRCSA for the proportion of liability a court determines is attributable to the negligence or willful misconduct of EBRCSA, its officers, agents and employees, if any. This provision will survive the expiration or termination of this Contract.

b. EBRCSA Indemnification. EBRCSA will defend, indemnify, save, and hold harmless Contractor and its officers, agents and employees, if any, from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of EBRCSA, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by Contractor, EBRCSA will defend any such suits at its sole cost and expense. If Contractor elects to provide its own defense, EBRCSA will reimburse Contractor for any expenditures, including reasonable attorneys' fees and costs. EBRCSA is not required to indemnify Contractor for the proportion of liability a court determines is attributable to the negligence or willful misconduct of Contractor, its officers, agents and employees, if any. This provision will survive the expiration or termination of this Contract.

18. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the insurance requirements set forth in Exhibit A attached hereto and incorporated herein by reference.

19. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to Contractor must be addressed to the head of the county department for which this Contract is made. Notices to EBRCSA must be addressed to EBRCSA's address designated herein. The effective date of notice is the date of deposit in the mails

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

EBRCSA

County

or of other delivery, except that the effective date of notice to Contractor is the date of receipt by the head of the county department for which this Contract is made.

20. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by EBRCOA under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

21. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

22. No Third-Party Beneficiaries. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

23. Copyrights and Rights in Data. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of EBRCOA's Executive Director. If any material is subject to copyright, EBRCOA reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, EBRCOA 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.

24. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

25. No Implied Waiver. The waiver by EBRCOA of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein."

Initials: \_\_\_\_\_  
EBRCOA County



**EXHIBIT A**

**EBRCSA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the EBRCSA, its members, officers, agents, employees and representatives, as their respective interests may appear but only with respect to derivative or imputed liability arising out of the Insured's performance of services under this Agreement for the EBRCSA.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the EBRCSA. Acceptance of Contractor's insurance by the EBRCSA shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured-retention amount or other similar obligation under the policies shall be the sole responsibility of Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contract shall include all subcontractors as an Insured (covered party) under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and reasonably satisfactory to the EBRCSA, evidencing that all required insurance coverage is in effect. The EBRCSA reserves the rights to require Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>EBRCSA, Alameda County Office of Emergency Services, 4985 Broder Boulevard, Dublin, CA 94568, Attn: Executive Director.</li> </ul> </li> </ol>	

# **ATTACHMENT “B”**

**Contra Costa County**  
**Department of Information Technology**

30 Douglas Drive  
Martinez, California 94553-4068  
V: 925-313-1200  
F: 925-313-1459



**TeleCommunications**

30 Douglas Drive  
Martinez, California 94553-4068  
V: 925-957-7700  
F: 925-646-2111

July 15, 2019

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

Dear Mr. Thomas McCarthy,

Enclosed please find two (2) copies of the fourth contract amendment/extension with Contra Costa County. Please sign and initial both copies (where required) and have them notarized.

Please return both copies to my attention. I will send you a fully executed original once completed.

If you have any questions, please call me at 925-313-1202.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joanne Buenger".

Joanne Buenger  
Deputy Director

**CONTRACT AMENDMENT/EXTENSION  
AGREEMENT  
(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

1. **Identification of Contract to be Extended.**

Number:

Effective Date: December 4, 2012

Department: Department of Information Technology (DoIT)

Subject: County DoIT to provide radio services, installation, and maintenance of radio sites and 911 Dispatch Centers that are part of the East Bay Regional Communications Systems.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: East Bay Regional Communications System Authority

Capacity: A California joint powers authority

Address: 4985 Broder Blvd. Dublin, CA 94568

3. **Amendment Date.** The effective date of this Amendment/Extension Agreement is June 20, 2019.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Extension of Term.** The termination date of the above described contract is hereby extended from June 30, 2019 to a new termination date of June 30, 2021, unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ 460,000.00, from \$ 1,360,000.00 to a new total Contract Payment Limit of \$ 1,820,000.00.

**CONTRACT AMENDMENT/EXTENSION  
AGREEMENT  
(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<b>BOARD OF SUPERVISORS</b>	<b>ATTEST: Clerk of the Board of Supervisors</b>
By: _____ Chair/Designee	By: _____ Deputy

**CONTRACTOR**

<b>Signature A</b> Name of business entity: East Bay Regional Communications System Authority	<b>Signature B</b> Name of business entity: East Bay Regional Communications System Authority
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

**ACKNOWLEDGMENT/APPROVALS**  
**(Purchase of Services - Long Form)**

Number: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_ (Date),

before me, \_\_\_\_\_ (Name and Title of the Officer),  
personally appeared, \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

**APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

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

# ATTACHMENT "C"

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

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

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





**East Bay Regional  
Communications  
System 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. 5.**

**AGENDA STATEMENT  
FINANCE COMMITTEE  
MEETING DATE: September 13, 2019**

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

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

**SUBJECT:** Contract with CSI Telecommunications for Technical Services

**RECOMMENDATIONS:**

Review, and if Committee agrees, make a recommendation to the Board of Directors to enter into a contract with CSI to provide technological and engineering support services to East Bay Regional Communications System Authority (EBRCSA) for a period of three years. CSI has been providing EBRCSA technological services, engineering services, and FCC Licensing for the past year. In the past, the services were provided through a contract between CSI and Contra Costa County Department of Information Technology.

**SUMMARY/DISCUSSION:**

CSI Telecommunications, Inc. is a team of Consulting Engineers who are subject matter experts in radio communication, microwave system, and radio interference. CSI has assisted EBRCSA in securing Radio Frequencies from the FCC for East Bay Regional Communication System Authority for several years. CSI Engineers have also provided subject matter expertise in the transition to TDMA and other changes to the EBRCSA system. EBRCSA had a one-year contract with CSI and the contract has now expired.

The contract with CSI Telecommunications is for time and materials which would not exceed \$200,000 per Fiscal Year. In the FY 18/19 CSI billed EBRCSA \$56,000.00 for services provided,

CSI has stated the following will be the hourly rate for services for each fiscal year:

FY 2019/2020 - \$215 per hour (current rate)

FY 2020/2021- \$220 per hour

FY 2021/2022 - \$225 per hour

A copy of the proposed contract provided by CSI is included as Attachment "A".

**FISCAL IMPACT:**

If the Finance Committee recommends entering into a contract with CSI, a Budget Change will not be necessary. The approved EBRCSA Expenditure Detail for FY 2019/2020 has in the maintenance section \$200,000.00 included for CSI.

The contract with CSI is covered by operating revenue and will not require an increase in the user fees for EBRCSA members.

**RECOMMENDED ACTION:**

It is recommended that the Committee make a recommendation to the Board of Directors that EBRCSA enter into a contract, as attached, with CSI Telecommunications for specialized Engineering services.

Attachments:

Attachment "A" – CSI Contract

Attachment "B" - EBRCSA Expenditure Detail FY 2019-2020

1. **Contract Identification.**

Subject: Telecommunications Engineering, Analysis and Frequency Services

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

Contractor: CSI Telecommunications, Inc.

Capacity: California Corporation

Address: 750 Battery Street, Suite 350, San Francisco, CA 94111

3. **Term.** The effective date of this Contract is June 1, 2019. It terminates on June 30, 2022 unless sooner terminated as provided herein.

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

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

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

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

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

N/A

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

Government Code Section 31000

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

**EAST BAY REGIONAL RADIO COMMUNICATIONS SYSTEM AUTHORITY**

CHAIRMAN, BOARD OF DIRECTORS

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

Greg Ahern

**CONTRACTOR**

Name of business entity:

**CSI Telecommunications, Inc.**

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

(Signature of individual or officer)

Catherine F. Newman, Corporate Secretary/Treasurer

(Print name and Title)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, EBRCSA will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As set forth in Section C (Payment Provisions) of the attached Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on their stationary in a manner and form acceptable to EBRCSA . Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by EBRCSA's Executive Director, or his designee, EBRCSA will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If EBRCSA is unable to obtain reimbursement from the State of California as a result of Contractor’s failure to submit to EBRCSA a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, EBRCSA shall not pay Contractor for such services to the extent EBRCSA's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** EBRCSA has the right to withhold payment to Contractor when, in the opinion of EBRCSA expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay EBRCSA the full amount of EBRCSA's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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

- A. **Contractor's Obligations:** During the term of this Contract, Contractor will work with EBRCSA employees, under the direction of the Executive Director, to provide telecommunications permitting assistance, Federal Communications Commission ("FCC") license application engineering/frequency coordination, and preparation of specifications for EBRCSA's Microwave and Public Safety Radio Systems.
- B. **Scope of Work:** Under the terms of this Service Plan, Contractor will perform the following professional services, which include but are not limited to the following:
1. Radio frequency coordination, permitting, application, selection, radio site construction period filing, monitoring of all County microwave and land mobile radio frequency licensing;
  2. Resolution of radio frequency interference reports or complaints against EBRCSA;
  3. Creation and or filing of radio frequency interference reports on EBRCSA's behalf;
  4. Radio frequency coordination for application of new frequencies or changes to existing frequencies;
  5. Monitor, locate, coordinate and resolve radio frequency interference;
  6. Provide radio frequency and system performance or usage analysis;
  7. Provide radio or microwave infrastructure engineering;
  8. FCC Part 90 radio frequency license monitoring, protection, and licensing services;
  9. FCC Part 91 Microwave frequency protection services;
  10. Attend EBRCSA meetings, National Public Safety Planning Advisory Committee Region 6 Meetings, and other appropriate meetings and or conferences at the request of the Executive Director;
  11. Preparation and electronic filing of FCC applications;
  12. Preparation of other FCC documents and filings as directed by the Executive Director.
  13. Radio systems engineering;
  14. Oversight of projects pertaining to the EBRCSA system.
- C. **Payment Provisions:** Contractor shall submit said invoices no later than 30 days after the end of the month in which the services upon which such demand is based were rendered. Subject to the payment limit set forth in Section 4 (Payment Limit) of this Contract, EBRCSA will pay Contractor for services rendered under this Contract at the rate of \$215.00/hour in FY 2019/2020, \$220.00/hour in FY 2020/2021, and \$225.00/hour in FY 2021/2022. Subject to the Payment Limit, the Department may revise the foregoing payment provisions through an Administrative Amendment to this contract as provided by Section 10(b) of the attached General Conditions. Contractor may pay fees on behalf of EBRCSA for registration, permits, and licenses related to EBRCSA's radio frequency rights after receiving written approval from EBRCSA. EBRCSA will reimburse Contractor for the payment of these fees in the amount of the payment, without markup. Contractor will be reimbursed for incidental expenses such as mileage, copying costs, meals, etc.

Initials:

ContractorEBRCSA

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

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

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

6. **Reporting Requirements.** Pursuant to Government Code section 7550, Contractor must include

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

in all documents and written reports completed and submitted to EBRCSA in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of the Contract exceeds \$5,000.

**7. Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** EBRCSA, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, EBRCSA may proceed with the work in any reasonable manner it chooses. The cost to EBRCSA of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to EBRCSA's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non- EBRCSA funding for this Contract ceases, this Contract is terminated without notice.

**8. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

**9. Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and EBRCSA's Executive Director, or designee, on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

**10. Modifications and Amendments.**

- a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA's Executive Director, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and EBRCSA, subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

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



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

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

Contractor will complete a "Statement of Economic Interest" form and file it with EBRCSA and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with EBRCSA. Contractor covenants that Contractor, its employees and officials, are not now employed by EBRCSA and have not been so employed by EBRCSA within twelve months immediately preceding this Contract. Contractor will indemnify, defend, and hold EBRCSA harmless from any and all claims, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

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

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

Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damaged ton or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include EBRCSA and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to Policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under the Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and the Contractor must provide EBRCSA with a copy of the endorsement making EBRCSA an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.
  - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
  - c. **Certificate of Insurance.** The Contractor must provide EBRCSA with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire a new insurance policy(ies) or amend the coverage afforded through and endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
  - d. **Additional Insurance Provisions.** The insurance policies provided by the Contractor must include a provision for thirty (30) days written notice to EBRCSA before cancellation or material change of the above-specified coverage.
22. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to EBRCSA must be addressed to the Executive Director of EBRCSA. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to EBRCSA is the date of receipt by the Executive Director of EBRCSA.
23. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions of Service Plan expressly provide otherwise.
24. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or

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

understanding that the services provided by the Contractor under this Contract will be purchased by EBRCSA under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

- 25. Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with notice requirements of Revenue & Taxations Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
- 26. No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
- 27. Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the Executive Director. If any material is subject to copyright, EBRCSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
- 28. Endorsements.** In its capacity as a contractor with EBRCSA, Contractor will not publicly endorse or oppose the use any particular brand name or commercial product without the prior written approval of EBRCSA. In its EBRCSA-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of EBRCSA. In its EBRCSA-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of EBRCSA. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Directors, EBRCSA officers, or others who may be authorized by the Board of Directors or by law to receive such views.
- 29. Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to EBRCSA, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide EBRCSA with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and audit may be required by, appropriate

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
EBRCSA

officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or EBRCSA. If any such audit is required, Contractor must provide EBRCSA with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. EBRCSA may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until EBRCSA receives the audit from the Contractor.

**30. Authorizations.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

**31. No Implied Waiver.** The waiver by EBRCSA of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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

# ATTACHMENT "B"

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

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

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



**East Bay Regional  
Communications  
System 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: September 13, 2019**

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

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

**SUBJECT:** 10-Year Plan for East Bay Regional Communication System Authority

**RECOMMENDATIONS:**

Review the two proposals provided to the East Bay Regional Communications System Authority (EBRCSA) and, if Committee agrees, make a recommendation to the Executive Director on how to proceed in selecting between the two options presented in this staff report.

**SUMMARY/DISCUSSION:**

IdeasInspired has stated in their proposal that they have experience in the deployment of 3G and 4G LTE technologies (core, transport and radio networks). They have experience in radio site procurement, preparation, and maintenance. IdeasInspired has a comprehensive understanding of both broadband and Land Mobile Radio (LMR) networks and infrastructure. IdeasInspired will include in the ten-year plan the future transition to the dedicated standards-based national broadband networks beginning to be offered by FirstNet/AT&T and Verizon.

IdeasInspired proposes the following areas of focus for the improvement and evolution of the network over the next ten years:

- Refresh and system upgrades including infrastructure and capital improvements

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- Infrastructure maintenance plan (such as tower, grounds, security, batteries, generator, fencing)
- Regional expansion of the network and interoperability throughout the entire Bay Area region
- Preparation of the P25 system for interoperability with broadband technology
- Evolution plan of the backbone and backhaul network to efficiently accommodate the required capacity for public safety services
- Identify possible new funding sources for further technology and services

IdeasInspired has provided a detailed outline of the work and how the segments of the work will be put out to RFP in order to gather additional information. The attached proposal (Attachment “A”) provided by IdeasInspired provides information as to the scope of the work proposed.

IdeasInspired has estimated the cost of the 10-year plan to be \$600,000.00, including expenses.

CSI Telecommunications, Inc. is a team of Consulting Engineers who are subject matter experts in radio communication, microwave systems, and radio interference. CSI has assisted EBRCSA in securing Radio Frequencies from the FCC for East Bay Regional Communication System Authority for several years. CSI Engineers have also provided subject matter expertise in the transition to TDMA and other changes to the EBRCSA system.

CSI has listed the scope of work as visits to the Master Site and 32 simulcast sites of EBRCSA to evaluate the conditions and infrastructure which support the Motorola equipment. The inspection will include the emergency power, towers, cables, equipment, and shelters including the size/capacity of the shelter. CSI will review the findings of the site visits with current inventory records as well as the Motorola Service Update Agreement (SUA) to determine which equipment needs to be addressed over the next ten years based on projected lifespan and vendor support. CSI will provide EBRCSA a report of projected action items and their associated estimated costs.

In addition, CSI has included two additional tasks. The first is to analyze the traffic growth over the past three years to project estimated loading over the next ten years to identify any potential need to expand the infrastructure required for growth over the next ten years. The second is to create coverage maps showing coverage within buildings and compare to what is anticipated in local growth plans and urban growth boundaries. The maps will assist in determining what additional sites will be necessary in the next ten years.

The attached proposal (Attachment “B”) provided by CSI provides additional information as to the scope of work proposed.

CSI has estimated the cost of the 10-year plan to be \$146,640.00 including expenses.

**FISCAL IMPACT:**

If the Finance Committee recommends entering into a contract with either IdeasInspired or CSI, a Budget Change will be necessary. The approved EBRCSA Expenditure Detail for FY 2019/2020 does not include the work to be performed in developing the 10-year plan.

It is anticipated that a contract with either of the company's will be covered by operating revenue and will not require an increase in the user fees for EBRCSA members.

**RECOMMENDED ACTION:**

It is recommended that the Committee discuss and provide further direction to the Executive Director on how to proceed in the selection of the proposal for the 10 year-plan.

Attachments:

Attachment "A" – IdeasInspired Proposal

Attachment "B" – CSI Proposal

# ATTACHMENT "A"

**Proposal for East Bay Regional Communications  
System Authority (EBRCSA)**

**Proposal to Develop a 10 Year Plan to Maintain and Evolve the  
East Bay Regional Network for Public Safety**

**Submitted by IdeasInspired, LLC, Lafayette, CA**

**Jan. 8, 2019**

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# 1. Overview

IdeasInspired is privileged to provide EBRCSA a proposal to develop a ten year plan for the public safety communications network and infrastructure. IdeasInspired, a local company based in Contra Costa County, has over 7 years of experience developing technology roadmaps, designing, deploying and operating mobile networks, certifying site infrastructure and developing financial plans. IdeasInspired is well qualified to undertake the work providing the following unique qualifications of all of its senior advisors:

- Cumulatively 100s of years of experience designing, engineering and deploying wireless networks worldwide using 3G and 4G LTE technologies (core, transport and radio networks)
- Since 2012, has accumulated highly relevant public safety experience in the planning and designing of next generation public safety communications networks
- Experience in radio site procurement, preparation, and maintenance
- Worked for many of the commercial carriers and FirstNet in senior positions
- Have a comprehensive understanding of both broadband and LMR networks and infrastructure
- Intimate knowledge of FirstNet, having helped issue the RFIs and RFP, the procurement of the nationwide public safety broadband network and in its initial deployment
- Extensive experience with interacting and working with the telecoms vendors, the processes of developing RFPs and their evaluation
- Experience working with first responder agencies to understand their communications requirements in order to develop a technology roadmap
- All of the personnel reside locally within Alameda and Contra Costa counties

Currently, EBRCSA and Motorola are coming to the conclusion of implementing, commissioning and operating a TDMA based P25 digital trunking system in the 700/800 MHz frequency bands. The solution is a wide area two county - Alameda and Contra Costa - hybrid IP/TDM -based architecture compliant with the ANSI/TIA-102 suite of standards. The system interfaces with the BART radio system and neighboring public safety networks for roaming services.

Public Safety is at an interesting juncture having to decide how much more to invest in its current networks knowing that eventually its future network, services and devices will move to broadband. However, Public Safety rightly needs to be convinced that the broadband network offers as good or better coverage and be as reliable as or better than the P25 network used today before moving to the broadband network. Therefore, EBRCSA needs to maintain and evolve their current P25 network whilst at the same start preparing themselves for the transition to broadband.

EBRCSA has invited IdeasInspired to submit a proposal for a ten year plan to maintain and evolve the existing communications network and infrastructure to meet public safety's needs.

The ten year plan will also consider the future transition to the dedicated standards-based national broadband networks beginning to be offered by FirstNet/AT&T and Verizon.

At a high-level, IdeasInspired proposes the following areas of focus for the improvement and evolution of the network over the next ten years:

- Refresh and system upgrades including infrastructure and capital improvements
- Infrastructure maintenance plan (such as tower, grounds, security, batteries, generator, fencing)
- Regional expansion of the network with roaming interoperability throughout the entire Bay Area region
- Preparation of the P25 system for interoperability with broadband technology
- Evolution plan of the backbone and backhaul network to efficiently accommodate the required capacity for public safety services
- Identify possible new funding sources for future technology and services

As a result, the proposed approach to developing a ten year plan includes the following phases:

- An information gathering phase of existing documentation and conducting meetings to understand the needs gap and develop requirements
- A Request for Proposal (RFP) phase to understand the vendor roadmaps and best pricing for infrastructure, network, services, and devices
- Synthesizing all of the information gathered above into a ten year plan that includes a roadmap report and associated financials (with a 3 year detailed budget)

## 2. Goals

The overall goals of the proposal are:

- To ensure that the infrastructure, operations and services meets the current and future communications needs of its users
- To ensure that the improvements are financially responsible and can be reasonably funded

## 3. Information Gathering and Documentation

To establish a baseline of the system deployment, its current performance and to assess the future capacity demands and end-user service needs, IdeasInspired will undertake:

- An audit of the current P25 system and backbone networks, specifically:
  - **Coverage:** Compile and review the necessary coverage related reports to identify any coverage issues such as coverage holes or dead spots (e.g. in-building and valley coverage) and any interference issues at the boundary edges from adjacent systems. Such reports will also be corroborated with anecdotal accounts from the agencies.

- **Capacity:** From available performance reports, assess how well the system currently performs against the network system performance goals (e.g., 95% coverage with a 1% delayed call GoS with a maximum acceptable call delay of 1 second during the “busy” hour) identifying any congestion issues and gauging the amount of capacity headroom currently available from the system.
- **Services:** Understand which data services are currently being used on the P25 network and the associated channel assignments.
- **Backbone:** Review maintenance and performance records of the microwave backbone supplied by Aviat to ascertain reliability and headroom.
- **Dispatch:** Assess the inventory of dispatch stations, current software release, logging capabilities archiving policies and support for enhanced and NG9-1-1.
- **Devices:** Understand the current inventory of device vendors, models and types used on the network and their capabilities.
- An audit of the network infrastructure by certified network teams: IdeasInspired relies on partners that provide certified engineering resources for the audit of physical network infrastructure including towers, generators, batteries, equipment shelters, and security.
  - **Site Review:** review of the standalone, repeater, prime and master sites in terms of battery backup, air cooling, grounding, power, structural integrity of towers, connectivity (to the master site) and security and assess whether sites meet public safety grade minimums<sup>1</sup> including Motorola’s R56 standards. In addition, the sites will be audited for extra space in the case that additional equipment will be needed at a site.
  - **Leases:** Review infrastructure lease agreements of sites not owned by either of the two counties (e.g. Carter, Pearl and Skyline sites owned by EBMUD).
  - **Dispatch Centers:** Review of the dispatch center locations, their connectivity to the system and security.
  - **System Operations and Maintenance:** Review of the maintenance schedules, history and monitoring reports of Aviat, CSI Communications and Motorola currently operating and maintaining the system. IdeasInspired will also hold interviews with the IT and radio staff of the county/agencies to obtain their current assessment of the network operation.
- **Meet With Public Safety Users:** Determine current user issues with P25 system and dispatch as well as their future needs by meeting with the primary users as well as secondary users. Secondary users may include bureaus within each of the county's

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<sup>1</sup> [Public Safety Communications Network Resiliency Self-Assessment Guidebook](#), Nov. '18



Sheriff's office (e.g. search and rescue), the county's public works, utilities (e.g. EBMUD) and health services to also understand any issues and needs. IdeasInspired would look for guidance from EBRCSA regarding which agencies or bureaus to interview.

- **Spectrum Lease Agreements:** Review the currently assigned radio channels for the area and ensure future needs can be met.
- **Market Research:** review other relevant information for the ten year plan including:
  - Motorola's devices, network and services roadmap for the P25 TDMA system and make an assessment of their future roadmap and investment in new capabilities and support.
  - The Federal (NIST's Certification Assessment Program (CAP) of P25 equipment to ensure interoperability) P25 roadmap
  - The P25 ANSI/TIA-102 suite of standards for any recent changes or updates.
  - The Tactical Interoperability Communications Plan (TICP)<sup>2</sup> governing the two counties.

From the information gathered, IdeasInspired will make an overall assessment of the system, identifying needs or deficiencies. The deliverable from this stage will be a set of requirements as input to developing Requests for Proposals (RFP) for perspective vendors for the next stage of the project. These requirements and perspective vendors will be reviewed with EBRCSA before proceeding to developing the RFPs.

#### 4. Develop and Issue RFPs

Based on the information already gathered, IdeasInspired proposes to issue a number of RFPs with the goal of obtaining best pricing on refreshing and upgrading the P25 system, additional services, additional ISSI connections, backbone, devices, dispatch consoles, network infrastructure and associated operations and maintenance services primarily from the existing traditional vendors. Based on further analysis, IdeasInspired may also issue RFPs to some alternative vendors that may offer better reliability at a reduced cost. For example, there may be a financial incentive now to replacing some of the microwave backhaul with fiber, an option not available with the previous ten year plan or improve reliability by providing a geographically redundant master site. Some assets may have already been fully depreciated or are near the end of the lifecycle and so provide an opportunity to review the options.

In addition, given the benefits of broadband data services, the ten year plan will include the interoperability between P25 and broadband. To that end, IdeasInspired will issue RFPs to the broadband service providers Verizon, AT&T and some of the dominant device vendors such as

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<sup>2</sup> Participating functional disciplines: [Oakland, Alameda County, Contra Costa County Urban Area TICP](#), Apr. '06.

Sonim, Samsung and Apple to provide options for interoperability options as and when it makes operational and financial sense.

## 5. Ten Year Plan

Compiling all of the information gathered in the first two phases of the work, IdeasInspired will synthesize the information into a viable ten year roadmap that includes:

- **Network Roadmap:** to meet the anticipated growth in the network, the roadmap will include:
  - Basic lifecycle capital improvements to existing sites and infrastructure upgrades to continue to meet public safety grade standards
  - Recommendations on solutions for identified coverage issues for example, adding additional sites, network tuning and optimization, enabling roaming onto adjacent systems or adjusting parameters of existing sites.
  - Recommendations for adding channel capacity for projected organic traffic growth, additional data services, and/or roaming traffic.
  - Recommendations on securing additional spectrum needed to support the projected channels if necessary
  - Recommendations to refresh and/or add equipment to support the mutual aid situations (e.g. radio cache and gateways).
- **User Services:** based on needs gap analysis from the information gathering stage, IdeasInspired will provide the option and associated cost for adding additional data services (enabled by having the extra capacity of the Phase II system) such as:
  - Over-The-Air-ReKeying (OKAR, for encryption, FIPS 140-2 compliant)
  - Over-The-Air-Programming (OTAP) of talkgroups
  - Text Messaging Service
  - Location service (GPS-based) for both portable and mobile units

Moving to Phase II frees up more capacity to potentially allocate dedicated data channels for the data services.<sup>3</sup>

- **Operations Plan:** although EBRCSA already has service agreements for monitoring, maintenance and technical support of the system with Motorola, Aviat and CSI

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<sup>3</sup> Note: (i) control and data channels remain as 12.5 kHz FDMA channels not TDMA so only voice channels are doubled using a TDMA system, and (ii) channels are dynamically processed as FDMA or TDMA calls. Only if all of the resources (stations and subscribers) that participate on a call are TDMA-based then the call is processed as a TDMA call.

Communications respectively, the plan will review these agreements and make recommendations as appropriate.

- **Interoperability Plan (Local and Nationwide)<sup>4</sup>**: a focus of the ten year plan will be to ensure full regional interoperability with all neighboring counties. Interviews with neighboring counties will be important to understand their path forward in order to synchronize with EBRCSA's roadmap.
- **Devices**: With the current ten year plan having all devices on the network being P25 TDMA compliant by June 30, 2020, supporting both voice and data capable then the existing Master Service Agreements may have to be updated.
- **Training program**: with additional network capabilities and upgrades, the system will rely on the active oversight and maintenance requiring regular training of EBRCSA staff. It is expected that the service agreements with the key vendors will include the necessary, regular training. The plan will incorporate the associated costs.
- **Users**: review the existing definition of eligible public safety users and make recommendations on changes to the definition that could result in potential financial benefits to public safety.
- **10 year Financial Plan**: Develop a 10 year financial plan with a 3 year detailed budget which includes forecasted network costs, estimated users, and user fees. With the objective of minimizing public safety user fees over the long term.

The plan will also provide recommendations on options to fund the future technologies.

Some options on possible avenues to transition to broadband are described in the next section.

## 6. Broadband Services Integration into the 10 year plan

Public safety services will eventually need to integrate LTE broadband services. LTE is the most efficient and cost-effective technology deployed world-wide for wireless communications. The primary driver for broadband will be compelling, secure applications being developed specifically for public safety. Such applications include mission critical services (e.g. PTT, video, and data), situational awareness, first responder health monitoring, equipment monitoring, and information rich applications running on tablets or smart devices.

There will be a period of interoperability when both LTE and LMR networks interwork providing options for first responders to take advantage of broadband applications. Other drivers beyond these compelling applications include capacity offload of the LMR network and more efficient

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<sup>4</sup> Shared systems are more cost effective as with EBRCSA's but an alternative architecture of deploying the ISSI whether point-to-point or to a interconnecting hub allows for a balance of system autonomy and the benefits of interoperability for each of the parties.

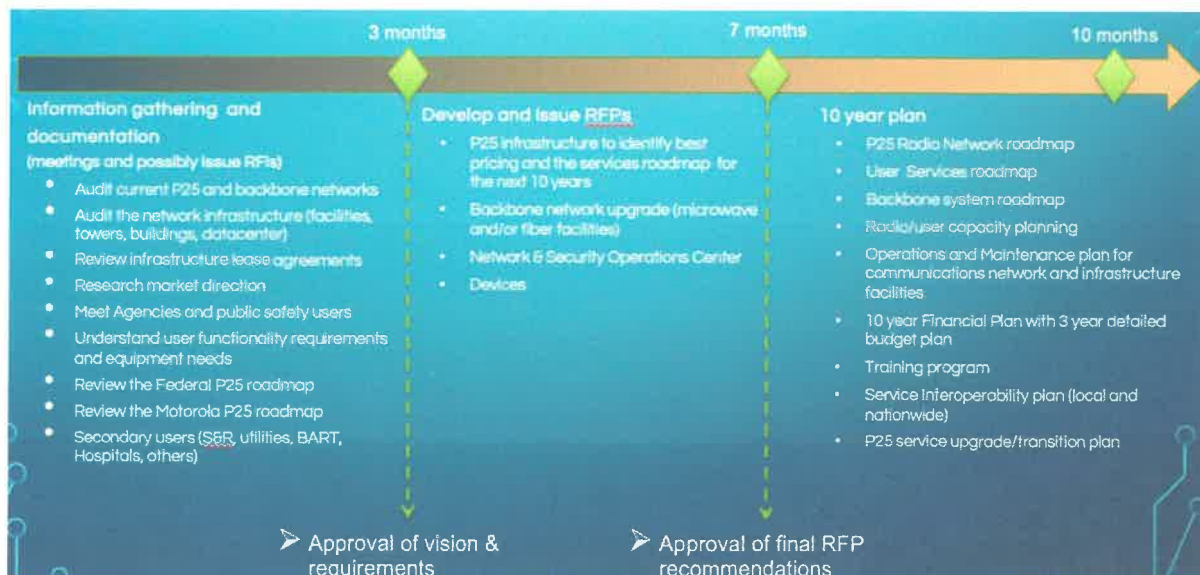
deployment of capital investments. For example, it may be viable to gradually move some of the workforce - volunteers and non-field personnel - to smartphones using an interoperable LMR to LTE PTT application. Motorola, for example, offers such an application, Critical Connect, as a subscription based enhanced PTT cloud service. Financially, the opportunity may be a trade-off of lower capital outlay in exchange for a subscription-based operational expense.

Other examples include:

- **Best Network Switching:** Dual SIM iPhones and IVRs to evaluate the evolving broadband service coverage options from FirstNet and Verizon. Apple's new phone offers dual SIM, dual standby (DSDS) support. Both SIMs can be in idle mode and attached to two different network operators for service resiliency.
- **Lower Cost Devices:** recently announced LMR sled accessory for Sonim XP8 smartphone device: enables their smartphone to cost-effectively provide fully CAP-approved P25 trunking, direct-mode (4W @700/ 800MHz) capabilities. Expecting price point to be < \$1k for XP8-SLED package.

## 7. Timeline, Milestones

IdeasInspired plans to have three stages in developing the ten year plan: an information gathering stage, a stage of developing, issuing and evaluating RFPs, and a final stage of developing the ten year plan.



IdeasInspired anticipates the project to take 10 months with three key milestones and associated deliverables:

1. 3 months: a definition of requirements from an information gathering period that can then be used to develop the RFPs
2. 4 months: develop and issue RFPs based on requirements, and evaluate responses.
3. 3 months: develop a full 10 year financial and technical plan for the EBRCSA network and infrastructure. The plan will include a 3 year detailed budget.

## 8. Resourcing and Costs

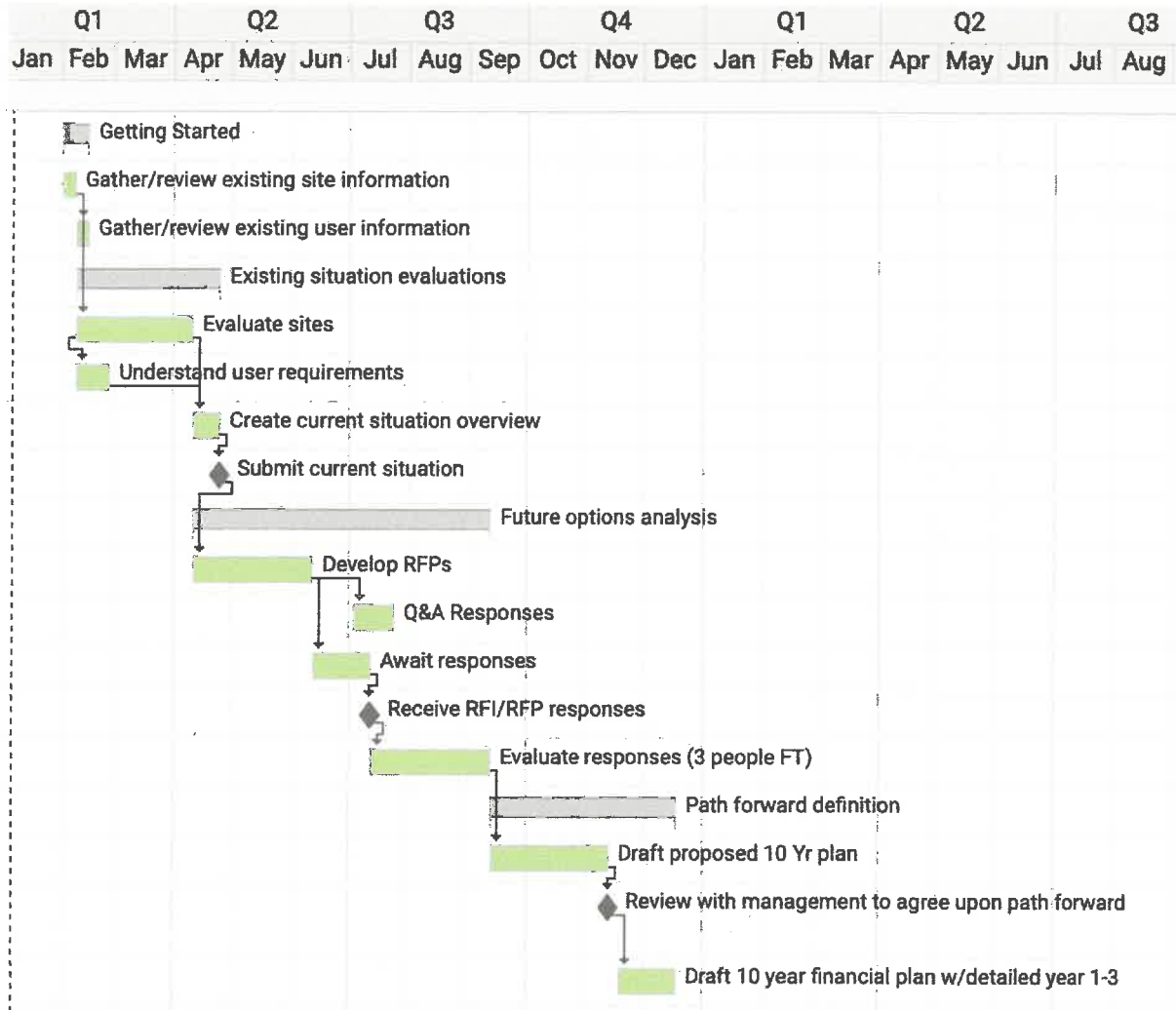
It is estimated that to develop the ten year roadmap will require the following roles, responsibilities and FTEs:

FTE	Role	Key Responsibilities
1	Project Manager	Oversight of the project with respect to project timeline, progress, budgets, reporting and interfacing with the customer.
0.25	LMR SME	Audit of current P25 and backbone infrastructure and compliance with P25 CAP documentation
0.25	SME	Interfacing with the local agencies and potential users.
0.25	Site SME	Audit of the existing sites (facilities, towers, buildings, datacenter) and current lease agreements.
0.75	SME	Putting together the 10 year plan and presenting it to the customer.

With an equivalent 2.5 FTEs for the 10 month period, it is estimated cost of the project will be \$600K including expenses.

References can be provided upon request.

# Appendix I - Proposal Tasks and Timeline



## Appendix II - Biographies of Principals



### **Marc Levante**

Marc has over 25 years of experience working in the 3G and 4G wireless communications market. By focusing on requirements, analyzing product and network performance, and building sustainable business cases, Marc has successfully designed and managed many large and small wireless carrier networks and services. As a technical leader (CTO or Director) in organizations such as FirstNet, Vodafone, Verizon Wireless, King Street Wireless, and Rogers, a summary of Marc's experience includes:

Developing the technical wireless network architecture, business models, and feasibility analysis for purpose built networks and applications including for public safety, rural services, and specialized enterprise applications

Developing RFIs and RFPs for wireless network infrastructure and service providers, analyzing responses, participating in vendor negotiations, and conducting verification of supplier capabilities and vendor selection

Leading technical teams for the planning, designing, engineering, and optimization of commercial 3G and LTE based radio and core networks, with millions of consumer, enterprise, and public safety customers.

Developing the data services and applications strategies for consumer, enterprise and public safety services. Managing the applications development process for wireless network products such as VoIP, Push-to-Talk, video communications systems, location services, and client-server application solutions.

Developing the strategy and manage the deployment of cyber security systems to ensure end-to- end secure communications for wireless operators and cloud based service platforms

Marc earned his BSc in Electronic Engineering with honors, at the University of Keele in Newcastle, England.



## **Kim Allen**

Kim has 20+ years of telecom management experience from business development, finance, program management, network technology, marketing & sales through to strategic management. She is a Walnut Creek native, has travelled extensively, and lived overseas.

Most recently, Kim has been consulting with Teocalli Partners on a variety of projects including market entry evaluations and start up planning participating in the development of extensive RFI/RFPs

Kim consulted to FirstNet as a part of the Business Planning and Strategy team developing the business model, user profiles and strategic plan which details the next steps in starting up a US nationwide LTE network for Public Safety

Prior to that she led teams evaluating 4G licensing, negotiated, implemented and managed MVNOs, program managed the nationwide Belgium launch of 3G, and within AirTouch International participated in the development of applications to governments to set up their cellular systems with extensive success.

**Education:** Kim holds a Bachelor of Science in Industrial Technology from California Polytechnic of San Luis Obispo





**Andrew Lindsay-Stewart (Consultant to IdeasInspired)**

**Focus:** Andrew Lindsay-Stewart is an expert in defining and planning new technology product and service strategies and roadmaps, assessing emerging technologies for strategic partnership or investment, and evaluating and trialing new product concepts.

With an end-to-end understanding of mobile networks including LTE/ 5G and LMR, Mr. Lindsay-Stewart has consulted with a number of wireless communications companies and start-ups. He has also consulted with FirstNet helping in developing the RFP, procurement, and the initial deployment of the national Public Safety broadband network for public safety focusing on devices, security and services including mission critical PTT.

Previously, he was a Director of Advanced Technology with Vodafone, PLC (previously AirTouch Communications) in Walnut Creek, California where his responsibilities included the scouting of emerging technologies for potential investment or partnership. He also was the technical lead for Liberty Alliance, an industry alliance defining federated identity and access management standards.

**Education:** Mr. Lindsay-Stewart received the B.Sc. degree in Engineering Science from the University of Exeter U.K. and a M.S. degree in Electrical Engineering from Northeastern University.

# ATTACHMENT "B"

## EBRCSA 10 Year Plan

### Scope of Work

1. Visit the Master Site and 32 simulcast sites of EBRCSA, evaluating site conditions and the infrastructure (power systems, tower, cables, etc.) which support the Motorola equipment.
  - Emergency power capacity (commercial service, generator sizing, DC power supply capacity, battery backup time, battery age)
  - Recommendations of tower analysis as needed
  - Shelter capacity for growth
  - Equipment associated with the P25 system not covered under the SUA (for example Trak frequency standards)
2. Review the findings of the site visits with current inventory records as well as the Motorola SUA to determine which equipment needs to be addressed over the next ten years based on projected life-span and vendor support.
3. Provide to EBRCSA a report of projected action items and their associated estimated costs.

#### Optional Tasks:

4. Analyze the traffic growth over the past three years to project estimated loading over the next ten years to identify any potential need to expand the number of talk paths for each simulcast system and ISR site. Use this analysis to estimate anticipated infrastructure required due to radio traffic growth over the next ten years.
5. Create coverage maps showing coverage within residential buildings and compare them to anticipated growth per local growth plans and urban growth boundaries. Use this comparison to estimate any additional sites that may be required due to building growth in the next ten years.

### Estimated Costs

Task	Description	Hours	Labor	Expenses	Total
1	Site evaluations	128	\$27,520	\$696	\$28,216
1a	Tower Structural Analysis (based on 8 towers requiring analysis)	140	\$30,100	\$0	\$30,100
2	Compile and analyze evaluations, inventory records, etc.	120	\$25,800	\$0	\$25,800
3	Create and present report, include costs estimates for each year	60	\$12,900	\$174	\$13,074
<b>Total</b>		<b>448</b>	<b>\$96,320</b>	<b>\$870</b>	<b>\$97,190</b>
4	Traffic analysis, cost estimate to accommodate traffic growth	80	\$17,200		\$17,200
5	In-building (residential) coverage predictions; anticipated land use growth analysis/comparison	150	\$32,250		\$32,250



**East Bay Regional  
Communications  
System Authority**



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

**AGENDA ITEM NO. 7.**

**AGENDA STATEMENT  
FINANCE COMMITTEE MEETING  
MEETING DATE: September 13, 2019**

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

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

**SUBJECT:** Evaluation of the Executive Director

**RECOMMENDATIONS:**

Recommend a member of the Finance Committee to assist in the Evaluation of the Executive Director.

**SUMMARY/DISCUSSION:**

The evaluation of the Executive Director will be performed by a member of the Finance Committee, a member of the Operations Committee, and the Board Chair. The Finance Committee will recommend a member to assist with the Evaluation of the Executive Director.

**RECOMMENDED ACTION:**

It is recommended that the Finance Committee select and provide the name of the Finance Committee Member who will assist in the Evaluation of the Executive Director to the Board Chair.