



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



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

### **FINANCE COMMITTEE MEETING**

#### **NOTICE OF REGULAR MEETING**

**DATE: April 23, 2021**

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

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

#### **Meeting Procedure During Coronavirus (COVID-19) Outbreak:**

In keeping with the guidelines provided by the State of California and Alameda County Department of Public Health regarding gatherings during the coronavirus (COVID-19) outbreak, and recommendations to follow social distancing procedures, the East Bay Regional Communications System Authority (EBRCSA) will adopt the following practices during upcoming Operations Committee meeting:

- The EBRCSA Finance Committee will hold the meetings remotely via Zoom Video Communications.
- The Public will have access to the meeting via a telephonic option by calling: 16699009128 Meeting ID: 94087222031 Passcode 562762
- The Public will have access to all materials via the EBRCSA Web Site, <http://www.ebrcsa.org/default.page>. The material will be under the header Calendar, then Finance Committee, and then April 23, 2021
- The Public will be asked if there is any comment or question concerning the meeting during the Public Comment Period and as each item is discussed.
- The Speaker may provide their name for the record if they so choose

### **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. Presentation of EBRCSA Annual Audit for FY 2020

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

4. Approval of Minutes of the February 19, 2021 Finance Committee Regular Meeting
5. Provide Direction on Budget Review FY 21/22
6. Standard Condition of Approval to Provide Land Mobile Radio Infrastructure to Meet Authority Standards
7. Purchase of Additional Control Stations Necessary for EBRCSA Interoperability with the BART Underground Network
8. Renewal of Agreement with Contra Costa County Department of Information Technology for Two Years
9. Receive an Update on the City of Antioch
10. Receive an Update on the City Vallejo
11. Receive and Update on Solano County JPA
12. Receive an Update on TDMA – Time Division Multiple Access
13. Receive an Update on 10 Year Plan
14. Agenda Items for Next Meeting
15. 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.



Tom McCarthy, Executive Director  
April 19, 2021



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 3.**

**AGENDA STATEMENT  
FINANCE COMMITTEE MEETING  
MEETING DATE: April 23, 2021**

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

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

**SUBJECT:** Presentation of EBRCSA Annual Audit for FY 2020

**RECOMMENDATIONS:**

Receive the report.

**SUMMARY/DISCUSSION:**

The Auditor will provide a presentation of EBRCSA Annual Audit for FY 2020.

**RECOMMENDED ACTION:**

Receive the report.

Attachments:

Attachment "A" - Power Point Presentation

Attachment "B" - Financial Statements with Independent Auditor's Report

Attachment "C" - Auditor's Communications with Those Charged with Governance

# East Bay Regional Communications System Authority

## Presentation to The Finance Committee

**April 23, 2021**

**Presented by: Ahmed Badawi, CPA  
Partner**



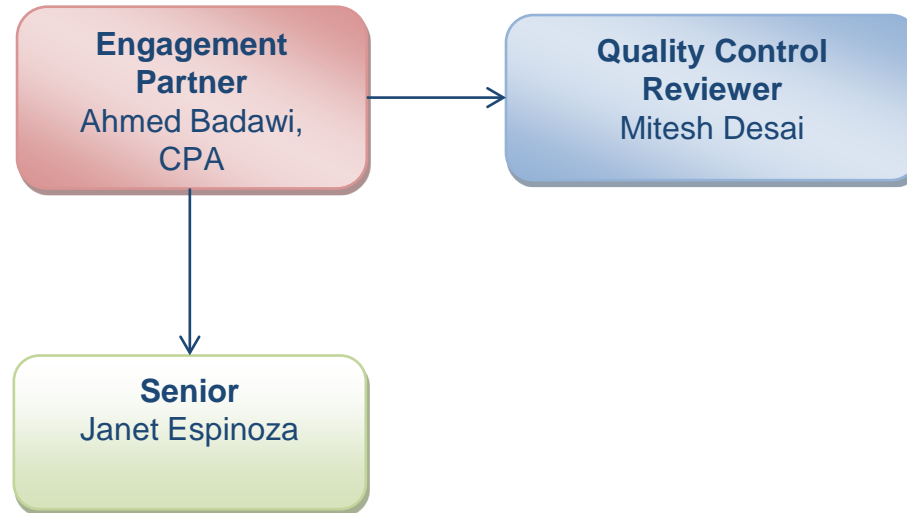
# Agenda

- Engagement Team
- Deliverables and Scope of the Audit
- Areas of Primary Emphasis
- Auditors Report and Financial Statements
- Required Communications
- New Accounting Standards
- Conclusion & Discussion/Questions

# Engagement Team



# Engagement Team



# Deliverables and Scope of the Audit

- Report of Independent Auditors on East Bay Regional Communications System Authority Basic Financial Statements (BFS).
- Communications With Those Charged With Governance.
  - Letter used to summarize communication of various significant matters to those charged with governance.



# Areas of Primary Audit Emphasis

- The risk of management override of controls is addressed by the following procedures:
  - Assignment of audit staff based on consideration of audit risk.
  - Procedures to incorporate an element of unpredictability in the audit from period to period.
  - Consideration of the selection and application of significant accounting principles.
  - Examination of journal entries.
  - Review of accounting estimates for bias.
  - Evaluation of business rationale for unusual transactions.
  - Evaluation of the appropriateness of fraud-related inquiries performed
- Revenues & Receivables: Improper revenue recognitions
  - Enterprise Fund: Confirm/validate operating revenue.
- COVID-19 Shelter-In-Place Order

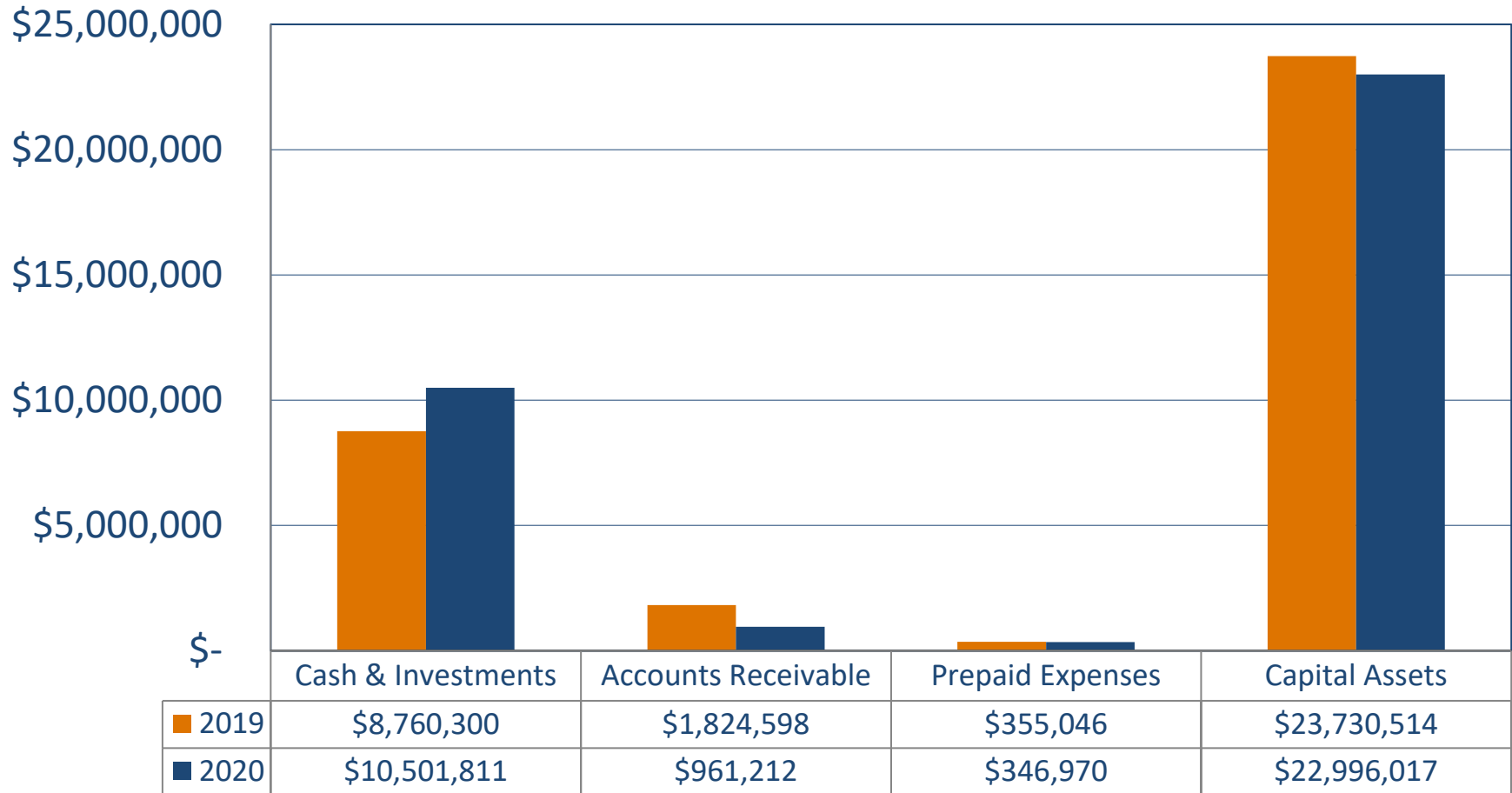
# Auditors Report

- Unmodified opinion
- Financial statements are fairly presented in all material respects
- Significant accounting policies have been consistently applied
- Estimates are reasonable
- Disclosures are properly reflected in the financial statements



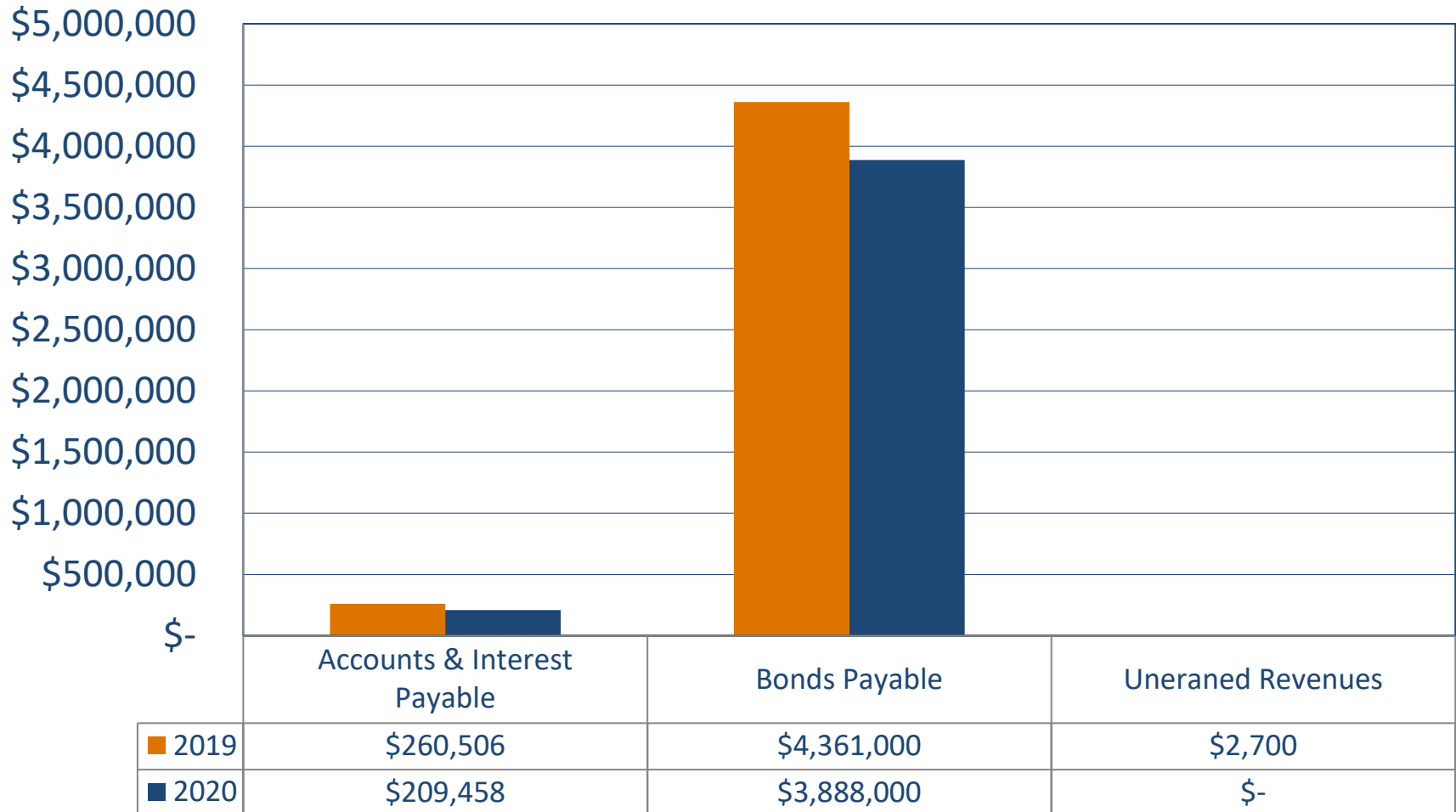
# Government-Wide Financial Statements

## Assets and Deferred Outflows of Resources



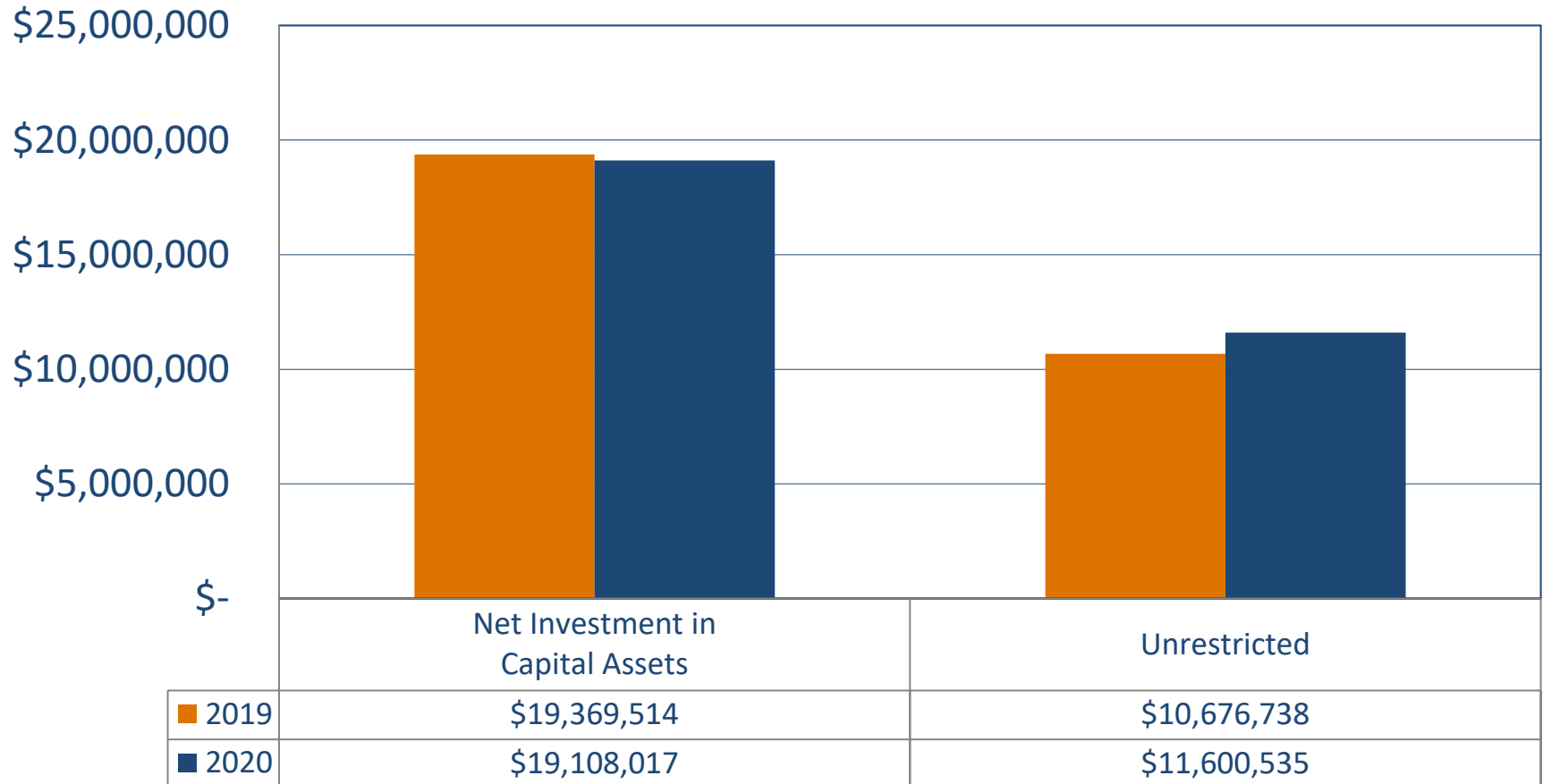
# Government-Wide Financial Statements

## Liabilities and Deferred Inflows of Resources



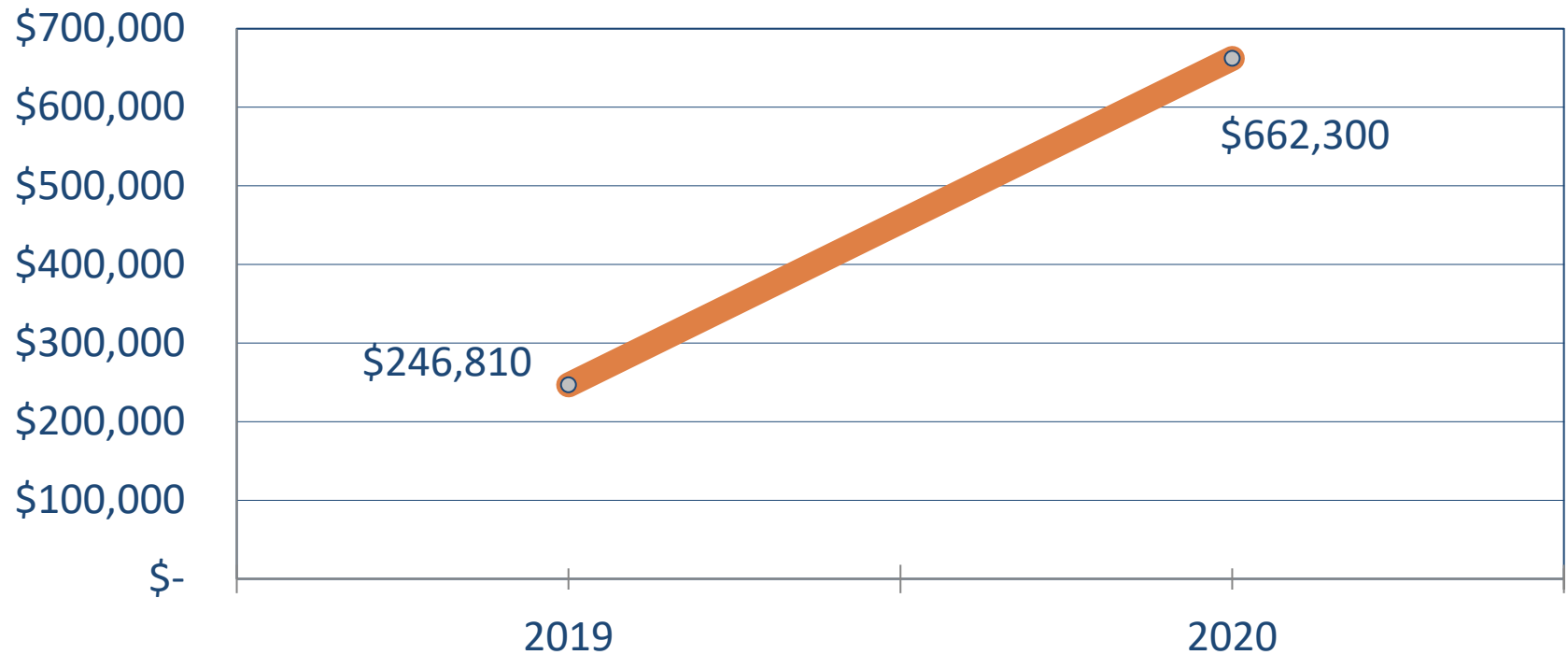
# Government-Wide Financial Statements

## Net Position



# Government-Wide Financial Statements

## Changes in Net Position







# Required Communications



## ● Our Responsibility Under U.S GAAS

- Opinion on whether financial statements are fairly stated in accordance with U.S GAAP
- Evaluate internal control over financial reporting including tone at the top
- Ensure financial statements are clear and transparent
- Communicate with the governing body

## ● Management Responsibility

- Management is responsible for the financial statements
- Establish and maintain internal control over financial reporting
- Making all financial records available to us
- Adjust the financial statements to correct material misstatements
- Establish internal control to prevent and detect fraud
- Inform us of all known and suspected fraud
- Comply with laws and regulations
- Take corrective action on audit findings

# Required Communications

- Significant Accounting Policies and Unusual Transactions  No new accounting policies were adopted and the application of existing policies was not changed during 2020.
- Management Judgment and Accounting Estimates  Significant management estimates impacting the financial statements include the following:
  - Useful lives of Capital Assets
  - Allowance for Uncollectible Accounts

# Required Communications

- Significant Audit Adjustments and Unadjusted Differences Considered by Management to be Immaterial



We did not have any significant audit adjustments.

- Potential Effect on the Financial Statements of Any Significant Risks and Exposures



No significant risks or exposures were identified. Legal matters and potential liabilities are disclosed in the financial statements

# Required Communications

- Disagreement with Management






We are pleased to report that there were no disagreements with management  
No material weaknesses were identified during our audits

- Deficiencies in Internal Control over Financial Reporting



No material weaknesses were identified during our audits

# Required Communications

- Other Material Written Communications  Other than the engagement letters and management representation letters, there have been no other significant communications
- Material Uncertainties Related to Events and Conditions  There were no material uncertainties relating to events and conditions
- Fraud and Illegal Acts  We have not become aware of any instances of fraud or illegal acts, which was not disclosed by the Authority.

# New Accounting Standards

2021

- GASB Statement No. 84 – Fiduciary Activities
- GASB Statement No. 90 – Majority Equity Interests
- GASB Statement No. 93 – Interbank offered rates (except LIBOR removal and lease modifications)

2022

- GASB Statement No. 87 – Leases
- GASB Statement No. 89 – Construction-period interest
- GASB Statement No. 92– Omnibus (multiple effective date)
- GASB Statement No. 93 – LIBOR removal and lease modifications
- GASB Statement No. 97 - Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans

2023

- GASB Statement No. 91 – Conduit debt
- GASB Statement No. 94 – Public-private partnerships
- GASB Statement No. 96 - Subscription-Based Information Technology Arrangements

**Thank You**  
**For Allowing Us to Provide Audit Services to**  
**the East Bay Regional Communications System**  
**Authority**





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



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**Financial Statements  
With Independent Auditor's Report  
For Fiscal Year Ended June 30, 2020**

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

**Prepared by the Alameda County Auditor-Controller Agency  
Specialized Accounting Unit**



# **East Bay Regional Communications System Authority**

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# Introductory Section

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

### **Board of Directors**

#### ***County Representatives***

Greg Ahern, Sheriff, Alameda County (Currently serving as Board Chair)  
Scott Haggerty, Member, Alameda County Board of Supervisors  
Susan Muranishi, County Administrator, Alameda County  
Candace Andersen, Supervisor, Contra Costa County  
David Livingston, Sheriff, Contra Costa County  
David Twa, County Administrator, Contra Costa County

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

Joe Calabrigo, Town Manager, Town of Danville  
Karen Stepper, Mayor, Town of Danville  
Linda Smith, City Manager, City of Dublin  
Marc Roberts, City Manager, City of Livermore  
Ed Reiskin, City Administrator, City of Oakland  
Robert McBain, Mayor, City of Piedmont  
June Catalano, City Manager, City of Pleasant Hill  
Pauline Cutter, Mayor, City of San Leandro  
Matt Rodriguez, City Manager, City of San Pablo  
Scott Perkins, Councilmember, City of San Ramon  
Cindy Silva, Councilmember, City of Walnut Creek

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

Paul Mulligan, Chief of Inspectors, Contra Costa County District Attorney  
Melinda Drayton, Interim Fire Chief, Oakland Fire Department  
Jeffrey Tudor, Police Chief, City of San Leandro  
Paige Meyer, Fire Chief, San Ramon Valley Fire Protection District

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

Anthony Ciaburro, Police Chief, East Bay Regional Park District

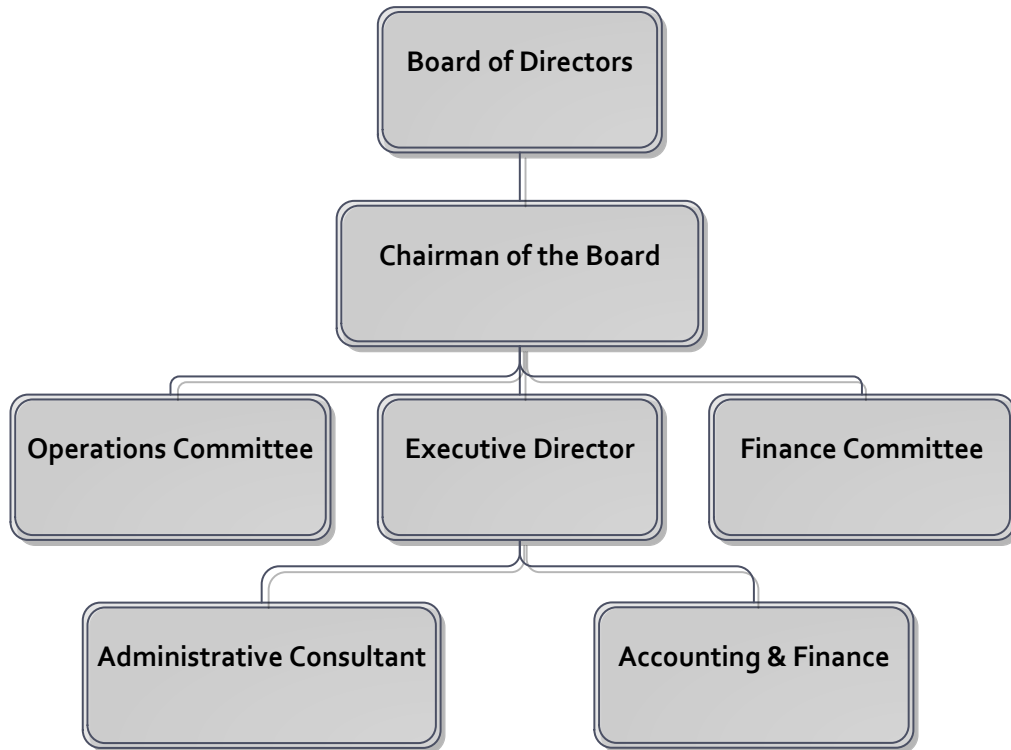
### **Management Personnel**

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

Tom McCarthy

**East Bay Regional Communications System Authority**

**Organization Chart**



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

### **Members**

The EBRCSA currently has 63 member agencies. Participating agencies include:

#### ***Counties***

Alameda County  
Contra Costa County

#### ***Special Districts***

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

#### ***State***

California Department of Corrections  
University of California, Berkeley

#### ***Federal***

Bureau of Alcohol, Tobacco, Firearms, and  
Explosives

#### ***Other***

American Medical Response  
Bay Medic Transportation  
Falck Ambulance Company  
Falcon Critical Care Transportation  
Lawrence Berkeley National Laboratory  
Norcal Ambulance  
ProTransport-1  
United Ambulance Service

#### ***Cities***

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

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## Financial Section

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## INDEPENDENT AUDITOR'S REPORT

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

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the East Bay Regional Communications System Authority (Authority) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2020, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

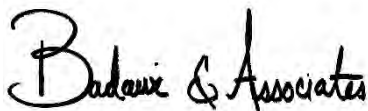
*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The introductory section is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The introductory section has not be subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is stylized, with the first letter of "Badawi" being a large, cursive "B".

Badawi and Associates  
Certified Public Accountants  
Berkeley, California  
November 3, 2020

**East Bay Regional Communications System Authority**  
**Management's Discussion and Analysis (Unaudited)**  
**For the Fiscal Year Ended June 30, 2020**

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This section of the financial statements for the East Bay Regional Communications System Authority (the Authority) presents a narrative overview and analysis of the financial activities of the Authority for the fiscal year ended June 30, 2020. This information is presented in conjunction with the audited basic financial statements, which follows this section.

**Financial Highlights**

- The assets of the Authority exceeded its liabilities at the close of fiscal year 2020 by \$30,708,552. Of this amount, \$11,600,535 represents unrestricted net position, which may be used to meet the Authority's ongoing obligations.
- The Authority's total net position increased by \$662,300 which was due to an increase in operations dues from \$28 to \$30 per month.
- The Authority's total outstanding long-term debt decreased by \$473,000 during the current fiscal year because of principal payments made. Service Payments (revenues obligated for debt payments), decreased by \$288,000 or 20.4 percent, and exceeded debt obligations by \$475,064.

**Overview of the Financial Statements**

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

**Enterprise Fund Financial Statements**

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

**Notes to the Financial Statements**

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

**East Bay Regional Communications System Authority**  
**Management's Discussion and Analysis (Unaudited)**  
**For the Fiscal Year Ended June 30, 2020**

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**Financial Analysis of the Authority**

Statement of Net Position

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

**Condensed Statement of Net Position**  
**June 30, 2020 and 2019**

	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>Change</u>	
Assets:				
Current assets	\$ 11,809,993	\$ 10,939,944	\$ 870,049	8.0%
Capital assets, net	<u>22,996,017</u>	<u>23,730,514</u>	<u>(734,497)</u>	<u>-3.1%</u>
Total Assets	<u>34,806,010</u>	<u>34,670,458</u>	<u>135,552</u>	<u>0.4%</u>
Liabilities:				
Current liabilities	701,458	736,206	(34,748)	-4.7%
Noncurrent liabilities	<u>3,396,000</u>	<u>3,888,000</u>	<u>(492,000)</u>	<u>-12.7%</u>
Total Liabilities	<u>4,097,458</u>	<u>4,624,206</u>	<u>(526,748)</u>	<u>-11.4%</u>
Net Position:				
Net investment in capital assets	19,108,017	19,369,514	(261,497)	-1.4%
Unrestricted	<u>11,600,535</u>	<u>10,676,738</u>	<u>923,797</u>	<u>8.7%</u>
Total Net Position	<u>\$ 30,708,552</u>	<u>\$ 30,046,252</u>	<u>\$ 662,300</u>	<u>2.2%</u>

In fiscal year 2020, total assets increased by \$135,552 or 0.4 percent. This was the result of an increase in current assets of \$870,049 or 8.0 percent offset by a decrease in capital assets of \$734,497 or 3.1 percent. There was an increase of \$1,741,511 in the cash account which was due to the timing of payments as well as an increase in operations dues. This was offset by a decrease in receivables of \$863,386 that was primarily due to the collection of a non-member receivable. The decrease in net capital assets of \$734,497 was due to \$2,697,979 in depreciation offset by \$1,963,482 in capital acquisitions.

Total liabilities decreased by \$526,748 or 11.4 percent. This was the result of a decrease in accounts payable of \$49,452 or 20.1 percent and a decrease in long term liabilities of \$492,000 or 12.7 percent. The decrease in accounts payable was due to the timing of payments made to vendors and the decrease in long term liabilities was as a result of debt payments.

Total net position increased by \$662,300 or 2.2 percent. This was a result of an increase in unrestricted net position of \$923,797 or 8.7 percent and a decrease of net investment in capital assets of \$261,497 or 1.4 percent. See the next section for analysis regarding the change in unrestricted net position. The decrease in net investment in capital assets is due to annual depreciation of capital assets placed in to service, net of long-term debt principal paid during the fiscal year.

**East Bay Regional Communications System Authority**  
**Management's Discussion and Analysis (Unaudited)**  
**For the Fiscal Year Ended June 30, 2020**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets exceed liabilities by \$30,708,552 as of June 30, 2020, an increase of \$662,300 compared to June 30, 2019.

Statement of Revenues, Expenses and Changes in Net Position

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

	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>Change</u>	
<b>Operating revenues:</b>				
Operating payments	\$ 6,097,330	\$ 5,006,740	\$ 1,090,590	21.8%
Other operating revenues	<u>1,128,388</u>	<u>1,452,388</u>	<u>(324,000)</u>	<u>-22.3%</u>
Total operating revenues	<u>7,225,718</u>	<u>6,459,128</u>	<u>766,590</u>	<u>11.9%</u>
<b>Operating expenses:</b>				
Maintenance	3,472,070	3,018,205	453,865	15.0%
Depreciation	2,697,979	2,677,598	20,381	0.8%
Other operating expenses	<u>552,551</u>	<u>448,118</u>	<u>104,433</u>	<u>23.3%</u>
Total operating expenses	<u>6,722,600</u>	<u>6,143,921</u>	<u>578,679</u>	<u>9.4%</u>
<b>Non-operating revenues/(expenses):</b>				
Bond interest	(175,024)	(193,475)	18,451	-9.5%
Grants and interest income	<u>334,206</u>	<u>125,078</u>	<u>209,128</u>	<u>167.2%</u>
Total non-operating revenues/(expenses)	<u>159,182</u>	<u>(68,397)</u>	<u>227,579</u>	<u>332.7%</u>
Change in net position	662,300	246,810	415,490	168.3%
Net position – beginning of period	<u>30,046,252</u>	<u>29,799,442</u>	<u>246,810</u>	<u>0.8%</u>
Net position – end of period	<u>\$ 30,708,552</u>	<u>\$ 30,046,252</u>	<u>\$ 662,300</u>	<u>2%</u>

Total change in net position increased by \$662,300 for the fiscal year ended June 30, 2020, because of the following:

- Total operating revenues increased by \$766,590 or 11.9 percent. The was due to an increase in operating payment revenues of \$1,090,590 or 21.8 percent offset by a decrease in other operating revenues of \$324,000 or 22.3 percent. Other operating revenues consist of service payments and initial payment revenues. The reason for the increase is primarily due to a lower increase in the allowance for doubtful accounts due to a higher rate of timely dues payments by members.
- Total operating expenses increased by \$578,679 or 9.4 percent. The cause for the increase was primarily due to an increase in maintenance expenses of \$453,865 or 15.0 percent and an increase in other operating expenses of \$104,433 or 23.3 percent.

**East Bay Regional Communications System Authority**  
**Management's Discussion and Analysis (Unaudited)**  
**For the Fiscal Year Ended June 30, 2020**

- Total non-operating revenues increased by \$227,579 or 332.7 percent. The primary reason for the increase was an Urban Areas Security Initiative (UASI) grant totaling \$142,778 for dispatch consoles for Alameda and Contra Costa Radio Shops. Interest income increased by \$66,350 due to higher rates of return on investments in the Treasurer's Pool.

**Capital Assets and Debt Administration**

Capital Assets

The Authority's capital assets net of accumulated depreciation amount to \$22,996,017, as shown in the table below. This amount includes construction in progress, structures and improvements, machinery and equipment, and software. The increase in the Authority's capital assets of \$2,263,934 was primarily due to the TDMA Upgrade project. The decrease in the Authority's capital assets for fiscal year 2020 of \$2,998,431 was primarily due to annual depreciation.

**Capital Assets**  
**For the Year Ended June 30, 2020**

	<b>2019</b>	<b>Increases</b>	<b>Decreases</b>	<b>2020</b>
Construction in progress	\$ 1,663,030	\$ 1,963,482	\$ (300,452)	\$ 3,326,060
Structures and improvements	1,428,268	-	(174,889)	1,253,379
Machinery and equipment	20,146,114	300,452	(2,462,689)	17,983,877
Software	493,102	-	(60,401)	432,701
Total	<u>\$ 23,730,514</u>	<u>\$ 2,263,934</u>	<u>\$ (2,998,431)</u>	<u>\$ 22,996,017</u>

Additional information about the Authority's capital assets can be found in Note 3 (page 14) of the notes to the basic financial statements.

Debt Administration

On June 30, 2020, the Authority had long-term obligations outstanding of \$3,888,000. The Authority's total debt decreased by \$473,000 as a result of principal payments made to its debtors.

**Outstanding Long-term Obligations**  
**For the Year Ended June 30, 2020**

	<b>2019</b>	<b>Increases</b>	<b>Decreases</b>	<b>2020</b>
Series A	\$ 2,617,000	\$ -	\$ (284,000)	\$ 2,333,000
Series B	1,744,000	-	(189,000)	1,555,000
Total	<u>\$ 4,361,000</u>	<u>\$ -</u>	<u>\$ (473,000)</u>	<u>\$ 3,888,000</u>

Additional information about the Authority's long-term obligations can be found in Note 4 (page 15) of the notes to the basic financial statements.

**East Bay Regional Communications System Authority  
Management's Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2020**

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

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

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

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

All of the above factors were considered in preparing the Authority's budget for fiscal year 2019-2020.

The Authority adopted its fiscal year 2020-2021 budget on June 12, 2020.

**Requests for Information**

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

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

**East Bay Regional Communications System Authority**  
**Statement of Net Position**  
**June 30, 2020**

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**Assets:**

Current assets:

Cash and cash equivalents (Note 2)	\$ 10,501,811
Receivables (Note 8)	961,212
Prepaid expenses	346,970
Total current assets	<u>11,809,993</u>

Noncurrent assets:

Capital assets, not being depreciated (Note 3)	3,326,060
Capital assets, net of accumulated depreciation (Note 3)	<u>19,669,957</u>
<b>Total assets</b>	<u>34,806,010</u>

**Liabilities:**

Current liabilities:

Accounts payable (Note 8)	196,336
Interest payable	13,122
Bonds payable (Note 4)	492,000
Total current liabilities	<u>701,458</u>

Noncurrent liabilities:

Bonds payable (Note 4)	<u>3,396,000</u>
<b>Total liabilities</b>	<u>4,097,458</u>

**Net Position**

Net investment in capital assets	19,108,017
Unrestricted	<u>11,600,535</u>
<b>Total net position</b>	<u>\$ 30,708,552</u>

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

**East Bay Regional Communications System Authority**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**For Fiscal Year Ended June 30, 2020**

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**Operating revenues:**

Initial payments	\$ 4,400
Service payments	1,123,988
Operating payments	<u>6,097,330</u>
<b>Total operating revenue</b>	<u><b>7,225,718</b></u>

**Operating expenses:**

Administration	240,143
Audit fees	10,657
Depreciation	2,697,979
Insurance	25,902
Lease	68,364
Legal	9,661
Licenses and permits	3,264
Maintenance	3,472,070
Membership fees	8,446
Security	10,697
Utilities	171,734
Website hosting	<u>3,683</u>
<b>Total operating expenses</b>	<u><b>6,722,600</b></u>

<b>Operating income (loss)</b>	<u><b>503,118</b></u>
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**Non-operating revenues (expenses):**

Bond interest	(175,024)
Grants	142,778
Interest income	<u>191,428</u>
<b>Total non-operating revenues (expenses)</b>	<u><b>159,182</b></u>

Change in net position	662,300
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Net position - beginning of period	<u>30,046,252</u>
Net position - end of period	<u><u><b>\$ 30,708,552</b></u></u>

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



**East Bay Regional Communications System Authority**  
**Statement of Cash Flows**  
**For Fiscal Year Ended June 30, 2020**

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**Cash flows from operating activities:**

Receipts from members	\$ 8,272,896
Payments to suppliers and service providers	(4,047,290)
Net cash provided by operating activities	<u>4,225,606</u>

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

Principal paid on financing	(473,000)
Interest paid on financing	(176,620)
Acquisition and construction of capital assets	(1,982,189)
Net cash used in capital and related financing activities	<u>(2,631,809)</u>

**Cash flows from investing activities:**

Interest received on pooled cash	<u>147,714</u>
<b>Net cash provided by investing activities</b>	<u>147,714</u>

**Net increase in cash and cash equivalents**

1,741,511

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

8,760,300

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

\$ 10,501,811

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

Operating income	\$ 503,118
Adjustments for non-cash activities:	
Depreciation expense	2,697,979
Changes in assets and liabilities:	
Accounts receivable	1,049,878
Prepaid expenses	8,076
Accounts payable	(30,745)
Unearned revenues	(2,700)
Total adjustments	<u>3,722,488</u>
<b>Net cash provided by operating activities</b>	<u><u>\$ 4,225,606</u></u>

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

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

**A. Scope of Financial Reporting Entity**

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

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

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

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

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

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

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

### C. Cash and Investments

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

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

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

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

### D. Capital Assets

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

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

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

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

**E. Net Position**

*Net Investment in Capital Assets*

This category of net position groups all capital assets into one component. Accumulated depreciation and the outstanding balances of debt, excluding unexpended bond proceeds, related to the acquisition, construction, or improvement of the capital assets reduce the balance in this category. The Authority had \$19,108,017 in net investment in capital assets as of June 30, 2020.

*Restricted Net Position*

Restricted net position are those assets, net of their related liabilities, that have constraints placed on their use by creditors, grantors, contributors, or by enabling legislation. Accordingly, restricted assets may include unspent grant revenues, certain fees and charges and restricted tax revenues. The Authority has no restricted net position as of June 30, 2020.

**F. Cash Flows**

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

**Note 2: Cash**

As of June 30, 2020, the Authority's cash and cash equivalents were as follows:

Cash and cash equivalents	\$ 10,501,811
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*Custodial Credit Risk – Deposits*

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

*County of Alameda Treasurer's Investments*

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

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

**East Bay Regional Communications System Authority**  
**Notes to Basic Financial Statements**  
**June 30, 2020**

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

*Interest Rate Risk*

Interest rate risk is the risk that changes in interest rate will affect the fair value of an investment. In accordance with the investment policy, the County Treasurer manages the risk exposure by limiting the weighted average maturity of its investment portfolio to not more than two years at any time. The weighted average maturity of the County Treasurer's pool at June 30, 2020 was 674 days.

**Note 3: Capital Assets**

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

Capital asset activities of the Authority for the year ended June 30, 2020, are as follows:

	<b>Balance June 30, 2019</b>	<b>Increases</b>	<b>Transfers</b>	<b>Balance June 30, 2020</b>
Capital assets, not being depreciated:				
Construction in progress	\$ 1,663,030	\$ 1,963,482	\$ (300,452)	\$ 3,326,060
Total capital assets, not being depreciated	<u>1,663,030</u>	<u>1,963,482</u>	<u>(300,452)</u>	<u>3,326,060</u>
Capital assets, being depreciated:				
Structures and improvements	2,554,131	-	-	2,554,131
Machinery and equipment	34,249,404	-	300,452	34,549,856
Software	885,687	-	-	885,687
Total capital assets, being depreciated	<u>37,689,222</u>	<u>-</u>	<u>300,452</u>	<u>37,989,674</u>
Less accumulated depreciation for:				
Structures and improvements	(1,125,863)	(174,889)	-	(1,300,752)
Machinery and equipment	(14,103,290)	(2,462,689)	-	(16,565,979)
Software	(392,585)	(60,401)	-	(452,986)
Total accumulated depreciation	<u>(15,621,738)</u>	<u>(2,697,979)</u>	<u>-</u>	<u>(18,319,717)</u>
Total capital assets, being depreciated, net	<u>22,067,484</u>	<u>(2,697,979)</u>	<u>300,452</u>	<u>19,669,957</u>
Capital assets, net	<u>\$ 23,730,514</u>	<u>\$ (734,497)</u>	<u>\$ -</u>	<u>\$ 22,996,017</u>

**East Bay Regional Communications System Authority**  
**Notes to Basic Financial Statements**  
**June 30, 2020**

**Note 4: Long-Term Obligations**

On April 21, 2011, the Authority issued a total of \$6,136,866 in 2011 Series A & B revenue bonds for the acquisition of the communications system in the amount of \$3,681,752 and \$2,455,114, which were acquired by Alameda County and Contra Costa County respectively. The bonds have a fixed interest rate of 4.05 percent. The bonds are payable from and secured by 100 percent of the revenues collected from Service Payments paid by its members for operating the Authority's communications system. The total debt service (principal and interest) on the Series A & B revenue bonds for the year ended June 30, 2020 amounted to \$648,024 compared to pledged revenues earned of \$1,123,988.

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

**Changes in Long-Term Obligations**

The changes in long-term obligations for the year ended June 30, 2020 are as follows:

<b>Description</b>	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Ending Balance</b>	<b>Amounts Due</b>
	<b>July 1, 2019</b>			<b>June 30, 2020</b>	<b>Within One Year</b>
Series A	\$ 2,617,000	-	\$ (284,000)	2,333,000	\$ 295,000
Series B	1,744,000	-	(189,000)	1,555,000	197,000
Total	<u>\$ 4,361,000</u>	<u>-</u>	<u>\$ (473,000)</u>	<u>3,888,000</u>	<u>\$ 492,000</u>

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

**Series A**

<b>Year Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>June 30,</b>			
2021	\$ 295,000	\$ 94,487	\$ 389,487
2022	307,000	82,539	389,539
2023	319,000	70,105	389,105
2024	332,000	57,186	389,186
2025	346,000	43,740	389,740
2026-2027	734,000	44,874	778,874
	<u>\$ 2,333,000</u>	<u>\$ 392,931</u>	<u>\$ 2,725,931</u>

**Series B**

<b>Year Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>June 30,</b>			
2021	\$ 197,000	\$ 62,978	\$ 259,978
2022	205,000	54,999	259,999
2023	213,000	46,697	259,697
2024	221,000	38,070	259,070
2025	230,000	29,120	259,120
2026-2027	489,000	29,889	518,889
	<u>\$ 1,555,000</u>	<u>\$ 261,753</u>	<u>\$1,816,753</u>

**Note 5: Risk Management**

The Authority is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The Authority participates in the Special District Risk Management Authority's (SDRMA) property and liability insurance program for risk of loss. The program provides for coverage for bodily injury, property damage, pollution, public official and employee errors, personal liability for board members, employment practices liability, employee benefits liability, employee dishonesty coverage, auto bodily injury, auto property damage, uninsured/underinsured motorists, property coverage, and boiler and machinery coverage. The Authority's deductibles and maximum coverage as of June 30, 2020 are as follows:

Coverage Description	Deductible	Insurance Coverage
Property	\$ 1,000	\$ 1,000,000,000
Boiler and Machinery	1,000	100,000,000
Pollution	1,000	2,000,000
Cyber	1,000	Limits on File
Bodily Injury		5,000,000
Property Damage	500	5,000,000
Public Officials Personal	500	500,000
Employee Benefits Liability		5,000,000
Public Official and Employee Errors and Omissions		5,000,000
Employment Practices Liability		5,000,000
Employee Dishonesty Coverage		1,000,000
Auto Bodily Injury		5,000,000
Auto Property Damage	1,000	5,000,000
Uninsured/Underinsured Motorists		Limits on File

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

**Note 6: Uncertainties Regarding Novel Corona Virus Disease**

During December 2019, the Novel Corona Virus Disease (covid-19) was discovered. Covid-19 was subsequently declared a world-wide pandemic by the World Health Organization on March 11, 2020. On March 4, 2020, California State Governor Gavin Newsom proclaimed a State of Emergency as a result of the threat of covid-19 in the State of California, leading to the Alameda County Health Officer issuing a stay-at-home directive on March 16, 2020. This halted all business within Alameda County, outside of essential activities. There was no direct impact on the Authority. However, many Authority members who pay annual dues that support Authority operations experienced decreases in general revenues in the fiscal year ended June 30, 2020. There is future uncertainty regarding whether continued Authority member general revenue decreases could affect their ability to pay member dues.

**Note 7: Evaluation of Subsequent Events**

Management has evaluated subsequent events through November 3, 2020 the date the financial statements were available to be issued. No events require adjustment or disclosure in the financial statements.

**Note 8: Related-Party Transactions**

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

The County of Alameda and the County of Contra Costa bill the Authority monthly for services performed. Accounts payable as of June 30, 2020, were comprised of the following:

<u>Vendor</u>	<u>Amount</u>
County of Contra Costa	\$ 53,650
County of Alameda	283
Other non-related parties	142,403
	<u>\$ 196,336</u>

Members are also the users of the Authority's communications system and pay all operating revenues associated with the Authority's operations, which totaled \$7,225,718 for the year ended June 30, 2020. In addition, the Authority uses the County of Alameda Treasurer's Pool for investment management as disclosed in Note 2 above.

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



**East Bay Regional Communications System Authority**  
**Notes to Basic Financial Statements**  
**June 30, 2020**

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Related party receivables as of June 30, 2020, were comprised of the following:

Member	Amount
Accounts Receivable:	
AMR	\$ 238,980
ATF	68,580
Bay Medic Transportation	17,360
California Dept of Corrections and Rehab	288,260
City of Alameda	61,800
City of Antioch	267,180
City of El Cerrito	218,264
City of Hayward	787,760
City of Hercules	66,540
City of Livermore	900
City of Pleasanton	2,200
City of Union City	600
CoCo Commun. Collge. Dist. Police Dept.	30
Contra Costa County Fire District	13,200
Dept of Corrections- OCS	4,480
Falck Ambulance Company	2,720
Falcon Critical Care Transportation	28,696
Lawrence Berkeley National Laboratory	9,552
Livermore Pleasanton Fire Department	12,800
Norcal Ambulance	13,416
Oakland School Police Department	18,840
Oro Loma Sanitary District	108,452
Paramedics Plus	106,280
Port of Oakland	17,020
Town of Danville	38,100
United Ambulance Service	12,004
Total Accounts Receivable	2,404,014
Less: Allowance for Doubtful Accounts	(1,629,294)
Net Accounts Receivable	774,720
Other receivables	186,492
	<u>\$ 961,212</u>

# East Bay Regional Communications System Authority

Dublin, California

*Auditor's Communication with  
Those Charged with Governance*

*For the year ended June 30, 2020*





November 3, 2020

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

We have audited the financial statements of the enterprise fund of the East Bay Regional Communications System Authority (the Authority) for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 3, 2020. Professional standards also require that we communicate to you the following information related to our audit.

#### Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated August 31, 2020, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

#### Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involved judgment about the number of transactions to be examined and the areas to be tested.

Our audit included obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We also communicate any internal control related matters that are required to be communicated under professional standards.

We performed the audit according to the timing previously communicated to you on the engagement letter.

#### Significant Audit Matters

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2020. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the Authority's financial statements were:

- Depreciable lives and estimated residual value of property and equipment
- Accumulated depreciation

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements was (were):

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

The financial statement disclosures are neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We encountered no such misstatements.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated November 3, 2020.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards

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

require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

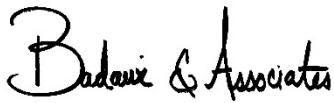
*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Restriction on Use

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

Very truly yours,

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

Badawi & Associates,  
Certified Public Accountants  
Berkeley, California  
November 3, 2020



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



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### **AGENDA ITEM NO. 4.**

#### **AGENDA STATEMENT FINANCE COMMITTEE MEETING MEETING DATE: April 23, 2021**

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

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

**SUBJECT:** Approval of Minutes of the February 19, 2021 Regular Finance Committee Meeting

#### **RECOMMENDATIONS:**

Approve the minutes of the February 19, 2021 Regular Finance Committee Meeting.

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

The Finance Committee will consider approval of the minutes of the February 19, 2021 Regular Finance Committee Meeting.

#### **RECOMMENDED ACTION:**

It is recommended that the Committee approve the minutes of the February 19, 2021 Finance Committee Meeting.

Attachment:

Attachment "A"- Draft Minutes February 19, 2021 Meeting



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



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### **FINANCE COMMITTEE MEETING**

#### **REGULAR MEETING**

**DATE: February 19, 2021**

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

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

### **DRAFT MINUTES**

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- 1. Call to Order/Roll Call:** A Regular meeting of the Finance Committee was held on February 19, 2021, remotely via Zoom Video Communications. The meeting was called to order at 11:03 a.m.

#### **Committee Members Present:**

P. Meyer, Vice Chair, Fire Chief, San Ramon Valley Fire Protection District  
J. Calabrigo, Town Manager, Town of Danville  
T. DuPuis, Chief Information Officer, Alameda County  
M. Nino, County Administrator, Contra Costa County  
S. Perkins, Councilmember, City of San Ramon  
C. Silva, Councilmember, City of Walnut Creek  
L. Smith, City Manager, City of Dublin

#### **Staff Present:**

T. McCarthy, Executive Director  
C. Boyer, Auditor  
C. Soto, Administrative Assistant

#### **Public Present:**

G. Poole, Motorola  
Denise Pangelinan, San Ramon Valley Fire District  
Bridget Koller, Lennar Homes

- 2. Public Comments:** None.



### **3. Presentation of EBRCSA Annual Audit for FY 2020**

Vice Chair Meyer asked that the Auditor present the audit at the April 2, 2021 Finance Committee meeting to allow the inclusion of the Financial Reports in the staff report.

### **4. Approval of Minutes of the November 6, 2020 Regular Finance Committee Meeting**

On motion of Bm. Smith, seconded by Bm. Perkins and by majority vote (Bms. Calabrigo and Nino abstaining), the Finance Committee approved the minutes of the November 6, 2020 Regular Finance Committee meeting.

### **5. Provide Direction on Budget Adjustment FY 20/21**

C. Boyer, Auditor, stated these adjustments for FY 20/21 were initially brought to the Finance Committee at its November 6, 2020 meeting and were now returned with some additional adjustments, including a utilities adjustment approved at an earlier meeting. Other increases were the administrative budget for the increase in the Executive Director's compensation, and increased maintenance costs for generators and HVAC costs, and a decrease in the Capital budget related to the capital project costs.

Bm. Silva asked if there was policy authority to give the Executive Director a budget limit to which the item did not have to be approved by the Finance Committee.

Director McCarthy stated he had authority up to \$24,999, and then the item is brought back to the next Finance Committee meeting for approval.

Bm. Calabrigo stated the way the budget was put together, it was very precise. He suggested for future year budgets, that they build in a little bit of contingency that would eliminate the need to have to do frequent budget adjustments.

On motion of Bm. Silva, seconded by Bm. Perkins and by unanimous vote, the Finance Committee agreed to recommend that the full Board the budget for FYs 19/20 and FY 20/21, based on the items discussed, and asked Director McCarthy to include percentages in budget amounts for the next fiscal year's budget that allowed for some flexibility in budget adjustments.

### **6. Provide Direction regarding Development of San Ramon Site at Wiedemann Ranch**

Director McCarthy stated this item dealt with a San Ramon development, being built by Lennar, named The Preserve. When first surveyed, the Contra Costa County radio shop said there was radio coverage for Phase 1 and 2 of the development, not knowing about Phases 3, 4 and 5, which do not have coverage. The City of San Ramon has an ordinance that requires a developer to maintain the integrity of the public safety communications, and the developer is responsible for the infrastructure necessary to maintain the radio systems. EBRCSA Land Mobile Radio Ssystem is designed with 95% reception on a portable radio utilized by Public Safety., and to what it is to be maintained. Three alternate sites were considered, and the one at family-owned Wiedemann Ranch was deemed the best site. There is a former Sprint

phone repeater site there that is suitable. It is currently under Crown Castle's lease agreement. However, Christian Wiedemann, who San Ramon Valley Fire Protection District and Lennar have been working with, is willing to cease the lease with Crown Castle, take back responsibility for the building and potentially use it instead of building a new shelter on the site. The project agreement would be between Lennar and the San Ramon Valley Fire Protection District (SRVFPD). Lennar would pay the lease for 10 years, and is looking to transfer that site over to EBRCSA once the project is completed. Lennar is not interested in paying in perpetuity, the lease on that site. After the ten years, there would be negotiations between the Wiedemann Family and EBRCSA as to what the ongoing lease cost would be. Lennar would be responsible for building the tower, upgrades necessary to the building and road improvements. Director McCarthy had reached out to Motorola to have them look at the site to see what costs were associated with it, and who would pay for what costs. Lennar had geotechs and contractors that could do some of the work at a savings. Lennar and SRVFPD had discussed the different elements of the job, who was responsible for what costs. The reason this was being discussed with the Finance Committee today was there will need for conversations going forward that would require the use of Meyers Nave, EBRCSA's legal counsel. There would have to be legal documents that discussed and outlined how the lease would become the responsibility of EBRCSA after the first 10 years, and determine future lease costs. Director McCarthy stated, this site only helps San Ramon's communications.

Vice Chair P. Meyer, stated Lennar was paying for all infrastructure and associated costs. If EBRCSA wanted to set aside money for staff and legal time, that could be discussed.

The Finance Committee and Director McCarthy discussed and agreed that all capital costs at this point in development in terms of radio communication infrastructure were the responsibility of the developer and/or agency involved. Discussion continued regarding what would be expected from EBRCSA after the project was completed and the site turned over to EBRCSA, and what lease costs would be. It was agreed that any costs associated with discussing and preparing an agreement for turning over the site to EBRCSA, would at this point, be covered by the developer, Lennar.

The Finance Committee discussed the need to develop a policy going forward, for any other such projects that would determine what party was responsible for what costs; to ensure the developers would be responsible for maintaining at least 95% of radio communications, via a portable radio, in the developed area. If the developer did not cover the costs, the city/agency would be responsible for the costs. Initial costs could be put in conditions of approval for the project.

Bm. Nino asked that future staff reports include more known information about costs. It would be helpful.

Director McCarthy stated he would ask for assistance from a couple members of the Finance Committee to discuss the governmental aspects of conditions of approval for cities and agencies to bear responsibility for new development costs due to radio communications systems.

By consensus, the Finance Committee directed Director McCarthy to continue discussion of the possible site at Wiedemann Ranch in regard to the site lease cost, once it was passed on to EBRCSA, and any EBRCSA legal and staff time should be charged to Lennar; and to gather

lease numbers for presentation to the Finance Committee and full Board at future meetings. Also, bring back information for a future policy regarding any possible future development and cost assignments to member agencies.

## **7. Provide Direction regarding Department of Justice Bulletin 20-09 CJIS on Encryption**

Director McCarthy stated he was looking for direction regarding the State of California DOJ bulletin requiring encrypting all law enforcement radios that are used to provide confidential offender record information or California Law Enforcement Technology (CLETS) information over the airwaves. This was due to a lawsuit in southern California as people can now use scanner apps to listen to this information. The cost would be approximately \$743 per radio for encryption, multi-key and over the air reprogramming. There is also a cost for the radio shops to work on the radios. That added up to \$10.4 million for uses to encrypt their radios. Also, EBRCSA has ownership of all the consoles. That would be anywhere from \$1-2 million, depending on how many consoles need to be encrypted. To touch each of 14,000 radios, would be time consuming. There is now equipment that can be added to a radio, input the change and when an officer turns on their radio, it automatically updates it. The encryption required by the DOJ is 128-bit encryption but is not available by every radio manufacturer, so EBRCSA would have to go with 256 AES encryption. Encryption is difficult, time-consuming and expensive and DOJ is not offering any cost assistance. If the Authority is going to pay for encrypting consoles, he would come back with cost estimate. There is not an ongoing cost for encryption.

Bm. Calabrigo stated there was an attachment from Motorola with a pricing summary. There was a \$1 - 2 million cost shown for Option 2. Did these costs need to be refined to determine that number and had this been something that had been anticipated in the long-term forecast?

Director McCarthy stated there were also costs to the radio shops to buy the KVL-5000 – key loaders. The radio shops buy the key loaders. The number would be refined by the number of consoles. This was just an estimate. This came out in October, so it had not been anticipated.

Bm. Silva asked what were the Chiefs going to do? Did the DOJ have the authority to make this decision? Could they approach this in a different manner, such as the elimination of scanner apps?

Director McCarthy stated he had met with the Chiefs and Sheriffs of Alameda and Contra Costa County. This was being discussed as well as there may be legal opposition due to transparency. He wrote in the letter to DOJ that it would take thirty months to implement to also see what happens in that time. He had still not heard back from DOJ. This was to inform the Committee that he would be working on this and get a more accurate estimate. What are the opportunities? What are the threats?

Bm. Perkins asked if it was time for them to speak to state legislators.

Bm. Calabrigo asked if they should say each radio cost go to each agency and console upgrades would be paid by EBRCSA.

Bm. Perkins stated that was what he was asking regarding speaking to State legislators, regarding grants for agencies to upgrade their radios.

The Finance Committee members agreed this could be a judicial issue. The DOJ was seemingly implementing regulations that are denying the public the right to hear what is on the scanner by protecting personal information. They could decide not to lead the charge, refine costs, and see how it plays out throughout the State.

Director McCarthy stated this information was to inform the Finance Committee of this item and he would be moving forward with looking at numbers and monitoring DOJ communications regarding encryption.

#### **8. Consider Revision to 2021 EBRCSA Meeting Schedule**

Director McCarthy stated there would be an item at the March 5, 2021 Board meeting to reschedule the September 24, 2021 Board meeting to October 1, 2021, due to the League of California Cities Annual Conference being scheduled during that date.

#### **9. Receive an Update on the City of Antioch**

Director McCarthy stated the City of Antioch was still trying to find money to install electrical at the new tower site. Once the City is ready, they will contact Director McCarthy.

#### **10. Receive an Update on the City Vallejo**

Director McCarthy stated the City of Vallejo has been great to work with. The City had built two additional sites for when they move off of EBRCSA. Their cutoff dates to join EBRCSA are April 21 – 22, 2021.

#### **11. Receive an Update on TDMA – Time Division Multiple Access**

Director McCarthy stated they were still working on getting every radio updated and still needed about 700 more. Testing is still being done to ensure the transition would run smoothly.

#### **12. Receive an Update on 10 Year Plan**

Still working on 10 year plan. It has been getting difficult into centers due to COVID.

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

Bm. Perkins asked that Items 9 – 12 on this agenda, be included on every agenda until they were completed. He asked to hear a status update on Benicia.

Director McCarthy stated their Police Chief had become their City Manager. Member agencies in Solano County were putting together a JPA to complete a radio system for their County.

- 14. Adjournment:** With no further business coming before the Finance Committee, the meeting was adjourned at 12:13 p.m.

DRAFT



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 5.**

**AGENDA STATEMENT  
FINANCE COMMITTEE  
MEETING DATE: April 23, 2021**

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

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

**SUBJECT:** Budget Review FY 21/22

**RECOMMENDATIONS:**

Receive a report regarding the FY 21/22 Budget. It is recommended that the Committee recommend to the Board of Directors a budget for FY 21/22 based on the information discussed in this item.

**SUMMARY/DISCUSSION:**

Craig Boyer, Alameda County Auditor's Office, has prepared the FY 21/22 Budget so that the Finance Committee will have information concerning the Fiscal Year Budget.

**RECOMMENDED ACTION:**

It is recommended that the Committee discuss and reach a consensus for the Fiscal Year Budget for FY 21/22 for presentation to the Board of Directors.

Attachment:

Attachment "A" – Budget Highlights

Attachment "B" – Budget Fiscal Year 2021/2022



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



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### **HIGHLIGHTS:**

#### **REVENUES - \$8.2M**

- Expecting revenues to increase compared with FY20-21 budget
  - While no changes in membership or rates, radio counts increased leading to higher actual revenues than budgeted in FY20-21
- \$390,000 increase in Operating Payments from members
  - Adjusted to actual earned FY20-21
- \$28,000 increase in Service Payments from members
  - Adjusted to actual earned FY20-21
- \$88,000 decrease in interest income
  - Adjusted to projected FY20-21 and modified based on recent interest rate trends

#### **EXPENSES - \$7.2M**

- \$169,000 increase in Operating Expense
  - \$19,000 increase in Administration due to higher contract staff rates
  - \$142,000 increase in Maintenance due to higher volume of transactions, inflation and scheduled increases in contracts
- \$2.0M in Capital expenditures
  - \$1.7M for the TDMA upgrade
  - \$250,000 for the DC power upgrades
  - \$50,000 for control stations
- \$650,000 in Debt Service

#### **NET INCOME - \$963,000**

- \$698,049 net increase to Capital Reserves

## PROJECTED RESERVES

- Operating - \$2.3M
- Debt - \$1.0M
- Capital - \$10.9M
- Total - \$14.2M





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



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## **BUDGET** **FISCAL YEAR 2021-22**

### **Revenues**

Operating payments	\$ 6,840,000
Service payments	1,260,000
Interest	100,000
<b>Total revenues</b>	<b>8,200,000</b>

### **Expenses**

Administration	452,000
Audit fees	20,000
Insurance	44,000
Legal	20,000
Lease	71,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,747,000
Security	15,000
Utilities	210,000
Website hosting	4,000
<b>Total operating expenses</b>	<b>4,623,000</b>
Capital	1,964,000
Debt Service	650,000
<b>Total expenses</b>	<b>7,237,000</b>
<b>Net Income</b>	<b>\$ 963,000</b>

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**  
**EXPENDITURE DETAIL**  
**FISCAL YEAR 2021-2022**

	<b>FY20-21 Final Budget</b>	<b>FY20-21 Projected</b>	<b>FY21-22 Budget</b>	<b>Change FY21 vs FY22</b>
<b>OPERATING EXPENSES</b>				
Administration				
Executive director	\$ 244,000	\$ 235,480	\$ 263,000	\$ (27,520)
Administrative assistant	40,000	14,936	40,000	(25,064)
Planning	134,000	-	134,000	(134,000)
Travel	5,000	-	5,000	(5,000)
Miscellaneous	10,000	1,975	10,000	(8,025)
Audit fees	20,000	17,160	20,000	(2,840)
Insurance	40,000	35,049	44,000	(8,951)
Legal	20,000	647	20,000	(19,353)
Lease	70,000	65,231	71,000	(5,769)
Licenses and permits	30,000	3,115	30,000	(26,885)
Membership fees	10,000	8,792	10,000	(1,208)
Maintenance				
Service agreement	1,080,000	1,077,595	1,095,000	(17,405)
Software maintenance (SUA II)	974,000	966,384	977,000	(10,616)
Network administration	262,000	261,415	267,000	(5,585)
HVAC maintenance	21,000	21,128	25,000	(3,872)
Generator maintenance	42,000	39,276	53,000	(13,724)
ALCO general maintenance	600,000	600,000	600,000	-
COCO general maintenance	230,000	227,397	265,000	(37,603)
CSI telecommunications	200,000	83,300	200,000	(116,700)
Microwave maintenance	181,000	240,109	250,000	(9,891)
Miscellaneous	15,000	4,971	15,000	(10,029)
Security	12,000	11,953	15,000	(3,047)
Utilities	210,000	174,067	210,000	(35,933)
Website hosting	4,000	3,117	4,000	(883)
<b>Total expenses</b>	<b>4,454,000</b>	<b>4,093,098</b>	<b>4,623,000</b>	<b>(529,902)</b>
<b>CAPITAL EXPENDITURES</b>				
TDMA Upgrade	1,664,000	1,663,030	1,664,000	(970)
DC Power Upgrade	250,000	250,000	250,000	-
Control stations	-	-	50,000	(50,000)
<b>Total expenditures</b>	<b>1,914,000</b>	<b>1,913,030</b>	<b>1,964,000</b>	<b>(50,970)</b>
<b>DEBT SERVICE</b>				
Principal	492,000	492,000	512,000	(20,000)
Interest	158,000	157,464	138,000	19,464
<b>Total expenses</b>	<b>\$ 650,000</b>	<b>\$ 649,464</b>	<b>\$ 650,000</b>	<b>\$ (536)</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**  
**PROJECTED CASH RESERVE BALANCES**  
**FISCAL YEAR 2021-2022**

	<b>FY20-21</b>	<b>FY20-21</b>	<b>FY21-22</b>
	<b>Final Budget</b>	<b>Projected</b>	<b>Budget</b>
<b>Operating Reserve</b>			
Beginning Balance	\$ 2,012,311	\$ 2,012,311	\$ 2,046,549
Operating Payments	6,450,000	6,838,462	6,840,000
Initial Payments	-	65,400	-
Interest	188,000	124,300	100,000
Operating Expenses	(4,454,000)	(4,093,098)	(4,623,000)
Transfer to Capital Reserve	(1,969,311)	(2,900,826)	(2,052,049)
<b>Ending Balance</b>	<b>2,227,000</b>	<b>2,046,549</b>	<b>2,311,500</b>
<b>Debt Service Reserve</b>			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,232,000	1,259,256	1,260,000
Debt Service	(650,000)	(649,464)	(650,000)
Transfer to Capital Reserve	(582,000)	(609,792)	(610,000)
<b>Ending Balance</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b>Capital Reserve</b>			
Beginning Balance	8,588,224	8,588,224	10,185,812
Transfer In	2,551,311	3,510,618	2,662,049
Capital	(1,914,000)	(1,913,030)	(1,964,000)
<b>Ending Balance</b>	<b>9,225,535</b>	<b>10,185,812</b>	<b>10,883,861</b>
<b>Total Reserve Balance</b>	<b>\$ 12,452,535</b>	<b>\$ 13,232,361</b>	<b>\$ 14,195,361</b>

1. Operating Reserve Balance is equal to 50% of the next fiscal years Operating Budget
2. Debt Reserve Balance is set to equal \$1,000,000 every fiscal year
3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirements have been met

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

	FY 2020-21 Projected	FY 2021-22 Budget	FY 2022-23 Forecast	FY 2023-24 Forecast	FY 2024-25 Forecast	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast
<b>Operating Reserve</b>										
Balance - beginning	2,012,311	2,046,549	2,311,500	2,370,915	2,433,289	2,506,288	2,589,976	2,658,920	2,738,688	2,829,348
Receipts from members	7,028,162	6,940,000	6,940,000	6,940,000	6,940,000	6,940,000	6,940,000	6,940,000	6,940,000	6,940,000
Payments to suppliers	(4,093,098)	(4,623,000)	(4,741,830)	(4,866,578)	(5,012,575)	(5,179,952)	(5,317,840)	(5,477,375)	(5,658,695)	(5,810,946)
Transfer to Capital Reserve	(2,900,826)	(2,052,049)	(2,138,755)	(2,011,048)	(1,854,427)	(1,676,360)	(1,553,216)	(1,382,858)	(1,190,645)	(1,052,929)
<b>Balance - ending</b>	<b>2,046,549</b>	<b>2,311,500</b>	<b>2,370,915</b>	<b>2,433,289</b>	<b>2,506,288</b>	<b>2,589,976</b>	<b>2,658,920</b>	<b>2,738,688</b>	<b>2,829,348</b>	<b>2,905,473</b>
<b>Debt Service Reserve</b>										
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	-	-
Service payment	1,259,256	1,260,000	1,260,000	1,260,000	1,260,000	1,260,000	1,260,000	1,260,000	-	-
Principal	(492,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-	-
Bond interest	(157,464)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-	-
Transfer to Capital Reserve	(609,792)	(610,000)	(610,000)	(610,000)	(610,000)	(610,000)	(610,000)	(610,000)	-	-
<b>Balance - ending</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Capital Reserve</b>										
Balance - beginning	8,588,224	10,185,812	10,883,861	11,718,616	12,425,664	12,976,090	13,348,450	13,597,666	13,676,523	14,617,168
Transfer In	3,510,618	2,662,049	2,748,755	2,621,048	2,464,427	2,286,360	2,163,216	1,992,858	1,190,645	1,052,929
Capital	(1,913,030)	(1,964,000)	(1,914,000)	(1,914,000)	(1,914,000)	(1,914,000)	(1,914,000)	(1,914,000)	(250,000)	(250,000)
<b>Balance - ending</b>	<b>10,185,812</b>	<b>10,883,861</b>	<b>11,718,616</b>	<b>12,425,664</b>	<b>12,976,090</b>	<b>13,348,450</b>	<b>13,597,666</b>	<b>13,676,523</b>	<b>14,617,168</b>	<b>15,420,097</b>
<b>TOTAL RESERVE BALANCE</b>	<b>13,232,361</b>	<b>14,195,361</b>	<b>15,089,531</b>	<b>15,858,953</b>	<b>16,482,378</b>	<b>16,938,426</b>	<b>17,256,586</b>	<b>16,415,211</b>	<b>17,446,516</b>	<b>18,325,570</b>
<b>SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS</b>										
Administration	(252,392)	(452,000)	(465,560)	(479,527)	(493,913)	(508,730)	(523,992)	(539,712)	(555,903)	(572,580)
Audit fees	(17,160)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)
Insurance	(35,049)	(44,000)	(45,320)	(46,680)	(48,080)	(49,522)	(51,008)	(52,538)	(54,114)	(55,737)
Legal	(647)	(20,000)	(20,600)	(21,218)	(21,855)	(22,511)	(23,186)	(23,882)	(24,598)	(25,336)
Lease	(65,231)	(71,000)	(73,130)	(75,324)	(77,584)	(79,912)	(82,309)	(84,778)	(87,321)	(89,941)
Licenses and permits	(3,115)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,821)	(36,896)	(38,003)
Membership fees	(8,792)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)
Maintenance										
Customer svc. agmt.	(1,077,595)	(1,095,000)	(1,099,000)	(1,131,970)	(1,165,929)	(1,200,907)	(1,236,934)	(1,274,042)	(1,312,263)	(1,351,631)
SUA II	(966,384)	(977,000)	(1,006,310)	(1,036,499)	(1,067,594)	(1,099,622)	(1,132,611)	(1,166,589)	(1,201,587)	(1,237,635)
System management	(261,415)	(267,000)	(267,000)	(275,010)	(283,260)	(291,758)	(300,511)	(309,526)	(318,812)	(328,376)
HVAC	(21,128)	(25,000)	(25,750)	(26,523)	(27,319)	(28,139)	(28,983)	(29,852)	(30,748)	(31,670)
Generators	(39,276)	(53,000)	(71,590)	(56,228)	(57,915)	(76,652)	(61,442)	(63,285)	(82,184)	(67,140)
ALCO maintenance	(600,000)	(600,000)	(618,000)	(636,540)	(655,636)	(675,305)	(695,564)	(716,431)	(737,924)	(760,062)
COCO maintenance	(227,397)	(265,000)	(272,950)	(281,139)	(289,573)	(298,260)	(307,208)	(316,424)	(325,917)	(335,695)
CSI telecommunications	(83,300)	(200,000)	(206,000)	(212,180)	(218,545)	(225,101)	(231,854)	(238,810)	(245,974)	(253,353)
Microwave maintenance	(240,109)	(250,000)	(257,500)	(265,225)	(273,182)	(281,377)	(289,818)	(298,513)	(307,468)	(316,692)
Miscellaneous	(4,971)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,001)
Security	(11,953)	(15,000)	(15,450)	(15,914)	(16,391)	(16,883)	(17,389)	(17,911)	(18,448)	(19,001)
Utilities	(174,067)	(210,000)	(216,300)	(222,789)	(229,473)	(236,357)	(243,448)	(250,751)	(258,274)	(266,022)
Web site hosting	(3,117)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)
Payments to suppliers	<b>(4,093,098)</b>	<b>(4,623,000)</b>	<b>(4,741,830)</b>	<b>(4,866,578)</b>	<b>(5,012,575)</b>	<b>(5,179,952)</b>	<b>(5,317,840)</b>	<b>(5,477,375)</b>	<b>(5,658,695)</b>	<b>(5,810,946)</b>



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



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, 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 6.**

#### **STAFF REPORT FINANCE COMMITTEE MEETING DATE: April 23, 2021**

**TO:** Finance Committee Members

**FROM:** Thomas McCarthy, Executive Director

**SUBJECT:** Standard Condition of Approval to Provide Land Mobile Radio Infrastructure to Meet Authority Standards.

#### **RECOMMENDATION:**

Pass a Motion recommending that the East Bay Regional Communications System Authority (“**the Authority**”) Board of Directors adopt a Resolution urging its Members and Non-Member Users to impose a standard condition of approval requiring project applicants to provide Land Mobile Radio infrastructure necessary to meet Authority standards for public safety purposes (“Infrastructure”).

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

At its March 5, 2021 Board of Directors meeting, the Board received an Information Report describing the imposition of a standard condition of approval by the City of San Ramon on a project called the Faria Preserve Project (“**Project**”).

In that instance, the City imposed the following condition:

*“Prior to vertical building construction, the Applicant shall provide telecommunications radio infrastructure to the satisfaction of the San Ramon Police Department and San Ramon Valley Fire Protection District to meet the prescribed design standards of the East Bay Regional Communication System Joint Powers Authority (EBRCSA JPA). This may include but is not limited to, tower, vault, HVAC, Antennas, microwave, cabling, power, transmit and receive modules, emergency power (battery and generator), access and other resources to provide and effective emergency radio communications system, that can be sustained by the EBRCSA JPA.”*

As a result of that Condition of Approval, the San Ramon Valley Fire District has contracted CSI Telecommunications to assist in identifying the location for the necessary infrastructure to provide for adequate coverage. The Project owner, Lennar Homes, will construct the infrastructure and then transfer it to the San Ramon Valley Fire District which will then transfer it to the Authority.

In response to this Information Report, the Finance Committee requested that staff investigate whether the Authority could impose a similar standard condition for development within its jurisdiction.

### **The Authority's Powers Are Limited by the JPA**

In general, although Joint Power Agency like the Authority formed by a Joint Powers Agreement (“JPA”) adopted pursuant to California Government Code §§ 6500 *et seq.* may delegate implied as well as express powers held by its Members, JPAs must expressly state not only the purpose of the power to be exercised, but also provide for the manner in which the power will be exercised. (*See* Gov.Code, §§ 6503, 6508.)

Here, the Authority's JPA enumerates various Authority powers in Section 4. In particular, Section 4.a(9) allows the Authority to construct new “facilities or communications improvements located on private property”, but requires that when it does so, “it shall apply for and receive appropriate approvals under the applicable local land use and zoning regulations.” The JPA does not delegate any power to the Authority to regulate land uses in Member jurisdictions.

Consistent with that limitation, Section 2.02 of the Authority's standard Operating Agreement states the “Authority acknowledges and agrees that the User has full authority and discretion to grant or deny applications for land use entitlements and approvals within its jurisdiction related to the Project, and that this Operating Agreement does not grant the Authority any such entitlements or approvals to develop the Project.”

### **Local Agencies May Not Abdicate Land Use Powers**

A local authority's exercise of its discretionary land use power stems from its inherent police powers and those cannot be abdicated or suspended by contract or law. (*DeVita v. County of Napa* (1995) 9 Cal.4th 763, 782; Cal. Const. Art. 11, § 7; *Delucchi v. County of Santa Cruz* (1986) 179 Cal.App.3d 814.)

For example, in a case brought by the City of Burbank, Burbank sought enjoin an Airport Authority of which it was a member from expanding the airport without Burbank's approval. (*City of Burbank v. Burbank-Glendale-Pasadena Airport Authority* (1999) 72 Cal.App.4th 366, 376-377.) The Airport Authority argued it was not required to obtain Burbank's approval because the JPA which formed it impliedly delegated its members land use powers for expansion of the airport. (*Id.*)

The Court rejected this claim and was persuaded by the fact that the JPA forming the Airport Authority did not mention the manner in which it might review its proposed land uses and held:

“Grants of power to an administrative agency must include adequate safeguards to protect against misuse of that power. And delegations of administrative or regulatory powers must include sufficiently definite directions for the administrative body in the manner of exercising its delegated powers.” (*Id.*)

The Court further held “a city may not delegate discretionary powers in such a way that results in a total abdication of those powers.” “The implied power and unfettered discretion which the Authority reads into the joint powers agreement would amount to an impermissible abdication or suspension of the City's police power.” (*Id.*)(internal citations omitted.)

Similarly, the Authority's Members could not and have not delegated their land use powers regulating development of adequate telecommunications radio infrastructure for public safety purposes to the Authority. Thus, the Authority does not have the power itself to impose conditions on such projects or regulate land use in its Member or non-Member User jurisdictions.

### **Members May Impose Conditions of Approval Requiring Necessary Infrastructure**

Although the Authority does not possess such power, its Members and non-Member Users, where appropriate, may nonetheless impose a condition of approval requiring applicants to provide necessary public safety infrastructure which meets the Authority's standards as San Ramon has and the Authority may urge all of its Members and non-Member Users to likewise do so.

Consequently, staff recommends that the Finance Committee pass a motion recommending the Board of Directors adopt the attached Resolution urging its Members and non-Member Users, after consultation with their legal counsel, to impose a standard condition of approval requiring applicants to provide adequate Infrastructure necessary to serve the project's public safety needs and meet Authority standards and specifications and, thereafter, transfer and convey such Infrastructure to the Member or non-Member User which will then transfer and convey the Infrastructure to the Authority which would it as part of the Project.

### **FISCAL IMPACT:**

The Authority's Land Mobile Radio (“LMR”) System was designed to provide 95% connectivity between the Public Safety User and their Dispatch Center. The cost to build a system with 100% coverage to include areas where there was no development was not feasible. Therefore, areas which were not developed when the sites were identified, funded, and built by the Authority were not considered in the design of 95% LMR connections to Dispatch. The Counties of Alameda and Contra Costa have approved additional residential and commercial developments in those undeveloped areas and, thus, adequate LMR coverage for Public Safety is lacking.

When a new communications site is required for LMR to maintain the 95% connectivity in a newly developed area, whether a residential or commercial district, the estimated cost of the

tower and antennas, microwave, generator, PG&E connection and meter, equipment for LMR, and shelter is approximately 2.5 million dollars. If the developer was not required to fund these improvements, the cost to develop such a site would be taken from Authority reserves or require an increase in Operating Fees. The increase in Operating Fees would pass the financial burden to all Authority members and non-Member Users.

**RECOMMENDED ACTION:**

It is recommended that the Finance Committee pass a motion recommending that the East Bay Regional Communications System Authority Board of Directors adopt the attached Resolution urging its Members and non-Member Users, where feasible, to impose a standard condition of approval requiring applicants to provide Land Mobile Radio infrastructure necessary to meet project demands and Authority standards.

Attachment "A" – Proposed Resolution



**RESOLUTION NO. 21-\_\_**

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

\*\*\*\*\*

**RESOLUTION URGING MEMBERS TO IMPOSE A STANDARD CONDITION  
OF APPROVAL REQUIRING APPLICANTS TO PROVIDE NECESSARY  
INFRASTRUCTURE TO MEET AUTHORITY STANDARDS**

**WHEREAS**, the pursuant to Government Code Section 6500 *et seq.* and the Joint Exercise of Powers Agreement executed by its members (“JEPA”), the East Bay Regional Communications System Authority (“Authority”) is authorized to acquire, plan, design, finance, construct, operate and maintain a P-25 compliant communications system serving Alameda and Contra Costa counties and individual political jurisdictions therein (“System”); and

**WHEREAS**, the Member City of San Ramon imposed its standard condition of approval on a recent project requiring the applicant to provide adequate Land Mobile Radio infrastructure to serve the proposed development which meets the standards of the Authority and to, thereafter, transfer such infrastructure to the Authority which would maintain such infrastructure as part of the Project; and

**WHEREAS**, the Finance Committee requested staff to investigate whether the Authority could impose a similar condition of approval within its jurisdiction; and

**WHEREAS**, after investigation, staff concluded the Authority does not possess the power to regulate land use in Member and Non-member User jurisdictions in this manner; and

**WHEREAS**, given such conclusion, the Finance Committee recommended that the Board of Directors adopt a Resolution urging all of its Members and non-Member Users, where feasible, to impose a similar standard condition of approval; and

**WHEREAS**, the Public Safety Land Mobile Radio system was designed to provide portable and mobile radio coverage that provides Public Safety Personnel the ability to talk in and talk out on their portable/mobile communication devices to ensure communication with their dispatch centers. Maintaining adequate communication via sufficient infrastructure is required to ensure the safety of Public Safety Personnel and the community members they serve ; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, good cause appearing therefor, as evidenced by the staff report accompanying this Resolution, the Board of Directors of the East Bay Regional Communications System Authority does hereby recommend that its Members and non-Member Users, after consultation with their legal counsel, impose the following standard condition of approval on applications for development within their respective jurisdictions:

Prior to vertical building construction, the Applicant shall provide Land Mobile Radio infrastructure (“Infrastructure”) as necessary to provide adequate service to the project and meet the East Bay Regional Communications System Authority’s (“Authority”) most current standards and specifications for its P-25 compliant communications system (the “System”) as determined by the [Member or non-Member User] Police Department and [Member or non-Member User] Fire [District or Department]. The Infrastructure may include, but is not limited to, tower, vault, HVAC, antennas, microwave, cabling, power, transmit and receive modules, emergency power (battery and generator), access and other resources to provide adequate telecommunications radio infrastructure that will be accepted and maintained by the Authority as part of its System.

Prior to acceptance by the Authority, the Infrastructure shall be inspected to ensure compliance with Authority standards and specifications for its System. If the Infrastructure complies with said standards and specifications as determined by [Member or non-Member User] Police Department and [Member or non-Member User] Fire [District or Department], Applicant shall thereafter offer to convey and transfer to the [Member or non-Member User] all of Applicant’s rights, title and interest in and to such Infrastructure and the [Member or non-Member User] shall offer to convey and transfer such Infrastructure to the Authority. Once Authority accepts title to said infrastructure, Authority shall maintain it as part of its System.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 7<sup>th</sup> day of May, 2021, by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:** \_\_\_\_\_  
Caroline Soto, Secretary



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



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

### **AGENDA ITEM NO. 7.**

#### **AGENDA STATEMENT FINANCE COMMITTEE MEETING DATE: April 23, 2021**

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

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

**SUBJECT:** Purchase of Additional Control Stations Necessary for EBRCSA Interoperability with BART Underground Radio Network

#### **RECOMMENDATIONS:**

Request Committee discuss and make a recommendation to the Board of Directors concerning purchase of two (2) additional Control Stations for the East Bay Regional Communications System Authority (EBRCSA) connection to Bay Area Rapid Transit (BART). EBRCSA currently has six (6) Control Stations, however, with increase in the radio communication underground the additional Control Stations will allow better distribution of communications by Police, Fire, and EMS response in the underground.

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

Bay Area Rapid Transit (BART) is installing Land Mobile Radio Infrastructure to improve underground communication between its Harris system and EBRCSA Motorola Astro P25 system tunnels. The project began in early 2021 and will take approximately one year to complete. While the project is under construction, BART continues to its Harris Manufactured Radio system which is not compatible with the current radio system utilized by members of EBRCSA who respond to incidents in Alameda and Contra Costa Counties. In 2016, Contra Costa County Department of Information Technology installed six (6) control stations at the Walnut Creek site which allow EBRCSA members to communicate on the BART Harris radio system.

The Inter Sub System Interface (ISSI) will become the primary method of communicating when the BART Upgrade is completed and will provide the ability to expand the number of channels beyond the current capability of the Control Stations. The use of the Control Station has increased, and it is necessary to purchase and install two (2) additional Control Stations to eliminate any chance of a busy signal when Public Safety transmits in the BART Underground. The Control Stations have worked and will be retained by EBRCSA when the BART upgrade is completed and transferred to the ISSI to provide redundancy.

**FISCAL IMPACT:**

The cost of the equipment, including tax, is \$24,971.00. The installation will be performed by the Contra Costa County Department of Information Technology. The equipment for the EBRCSA ART Interoperability Project has no annual cost. The Control Stations are listed in the EBRCSA FY 21/22 Budget and will not require an increase in Member Operating fees.

**RECOMMENDED ACTION:**

It is recommended that the Committee provide its recommendation to the Board of Directors as to how the Executive Director should proceed with the purchase of two (2) Control Stations from Motorola Solution, Inc.

Attachment:

Attachment "A" - Motorola Solutions, Inc. Control Stations Quote



**MOTOROLA**



# **EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

## **B.A.R.T. Interoperability**

March 23, 2021

### **Data Restrictions**

This proposal is considered Motorola confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by EBRCSA required to evaluate this proposal without the express permission of Motorola Solutions, Inc.

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**Motorola Solutions, Inc.**  
1301 Algonquin Road, Schaumburg, IL 60196

March 23, 2021

Mr. Tom McCarthy  
East Bay Regional Communications System Authority  
4985 Broder Blvd.  
Dublin, CA 94568

RE: BART Interoperability

Dear Tom:

We are pleased to provide you with the attached proposal for equipment to enable EBRCS interoperability with the BART P25 underground radio network.

The solution includes equipment only consisting of two APX Consolettes and an 8-channel hybrid combiner for EBRCS' implementation at the Walnut Creek RF site that connects to BART's distributed antenna system. The equipment will facilitate the communication of dispatch centers with the underground subscriber radios, enabling EBRCS talkgroup interoperability between below and above ground EBRCS personnel.

Under Section 3.4 of the Communications System Agreement (CSA), dated July, 7, 2009, and extended July 6, 2012, between EBRCSA and Motorola (the "CSA"), EBRCSA may purchase additional goods and services from the CSA. Motorola's proposal is based on the assumption that EBRCSA will use this right under Section 3.4 of the CSA for the proposed transaction. Therefore, as in the past, EBRCSA may accept the proposal by executing a Change Order to the current CSA that we have prepared for you.

Motorola will be pleased to address any questions you may have regarding this proposal. Please direct any questions to your Motorola Senior Account Manager, Gordon Poole at (408)306-5622.

This proposal shall remain valid until June 21, 2021. Motorola continues to appreciate our partnership with and your confidence in our company's solutions. We appreciate our continuing relationship and completing this project for EBRCSA.

Thank you.

Sincerely,



Michael De Benedetti  
Area Sales Manager  
MOTOROLA SOLUTIONS, INC.

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## Section 1. System Description

### 1.1 System Overview

Agencies operating on EBRCS have an operational need to interoperate with the BART P25 system. BART operates a Harris P25 system underground in areas outside of EBRCS coverage. This proposal provides two APX Consolettes which EBRCS will locate within range of the BART P25 Distributed Antenna System (DAS) and affiliate to the BART Interoperability talkgroups. These Consolettes should interface into the EBRCS system through the existing Conventional Channel Gateway (CCGW) at the Walnut Creek EBRCS RFsite. The existing CCGW provides channels for the EBRCS dispatch sites to communicate with the underground EBRCS radios, and dispatchers can patch these underground resources to EBRCS talkgroups for interoperability between below and above ground EBRCS personnel.

Motorola Solutions has also included an 8-channel hybrid combiner for EBRCS to swap out with the existing 6-channel hybrid combiner at the Walnut Creek site. The new combiner can accommodate the six existing APX 7500 Consolettes and the two new APX Consolettes. EBRCS will be reusing and connecting to the existing roof mounted antennas.



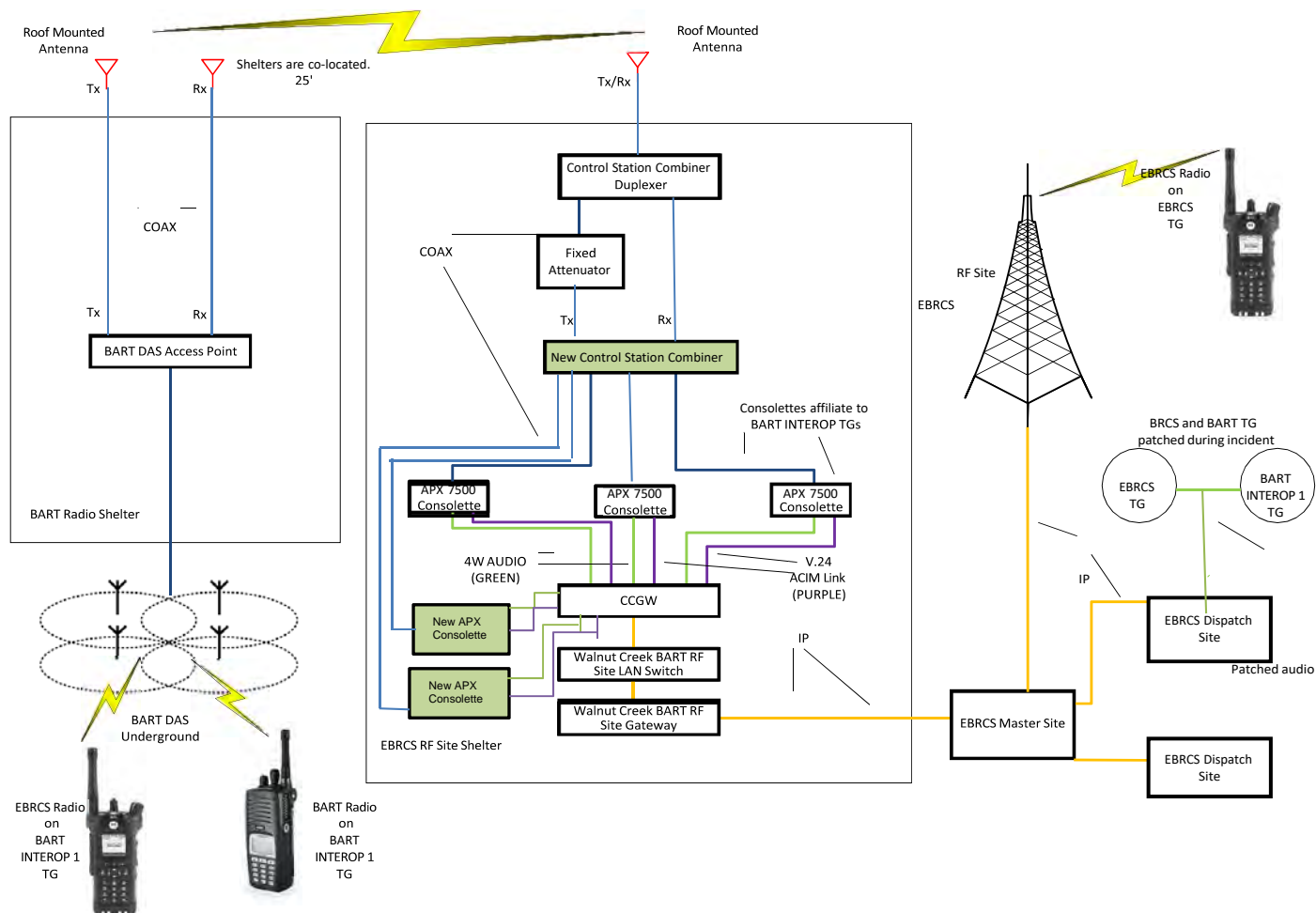


Figure 1: System Overview  
(New proposed equipment is depicted in green boxes)

## 1.2 BART Interop Consolelettes

The Walnut Creek BART RF Site in the Contra Costa County Central Simulcast Cell is located at an RF Site with both EBRCS and BART equipment shelters. The EBRCS shelter is located about 25' from a BART shelter which contains a Distributed Antenna System (DAS) access point. The BART access point is connected via fiber to the underground DAS. An antenna installed outside of the BART shelter would be able to extend this signal over the air for a short haul to an antenna mounted near the EBRCS shelter. The two new APX Consolelettes should be located at the EBRCS RF site and would be affiliated on the BART P25 system as subscribers. These Consolelette will need to be connected to the existing Conventional Channel Gateway (CCGW) where the audio can be sent to the EBRCS dispatch agencies. The CCGW should be configured as a global resource allowing agencies throughout Alameda and Contra Costa counties to monitor the traffic on the BART Interop talkgroups. Each consolette is connected to the CCGW with two RJ-45 cables, one for 4W analog audio and one for V.24 digital control (the ACIM Link). Being configured as ACIM allows the CCGW to be able to pass along the unit ID information to be displayed on the EBRCS MCC 7500 Consoles. Cables have not been included with the equipment.

### Equipment Summary

- Two (2) APX Consolettes
- One (1) 8-Channel Hybrid Control Station Combiner



## Section 2. Statement of Work

Motorola is proposing to the EBRCSA, the following equipment at the specified locations. Installation and configuration are not included as part of this proposal.

Site Name	Major Equipment
Walnut Creek BART RF Site	<ul style="list-style-type: none"><li>• Six (6) APX7500 Consolettes</li><li>• One (1) 8-Channel Hybrid Control Station Combiner</li></ul>

The document delineates the general responsibilities between Motorola and EBRCSA as agreed to by contract.

### 2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- ◆ Order, procure and ship the Motorola proposed equipment above to a customer specified location.

## 2.2 East Bay Regional Radio Communications System Authority Responsibilities

The EBRCSA will assume responsibility for the installation, configuration and performance of all other equipment and work necessary for the interface of the proposed equipment to the existing EBRCS BART Interoperability system. The EBRCSA's general responsibilities include the following:

- ◆ Provide all buildings, equipment shelters, and towers required for system installation.
- ◆ Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- ◆ Obtain all licensing, site access, or permitting required for project implementation.
- ◆ Obtain frequencies for project as required.
- ◆ Perform the installation and configuration of the Motorola supplied equipment described above.
- ◆ Provide required system interconnections.
- ◆ Administer safe work procedures for installation.
- ◆ Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- ◆ Coordinate the activities of all the EBRCSA's vendors or other contractors.
- ◆ Develop the programming template and program the two Motorola supplied control stations.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- ◆ BART will assign and program the ID information in the BART P25 System.
- ◆ All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- ◆ All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- ◆ The existing 6-Channel Hybrid Combiner Antennas mounted on the shelter will be disconnected from the existing combiner and reused for the 8-Channel Hybrid Combiner of the system described.
- ◆ Any site/location upgrades or modifications are the responsibility of the customer.
- ◆ Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.

- ◆ Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- ◆ No coverage guarantee is included in this proposal.
- ◆ Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.



## Section 3. Equipment List

LIM		QTY	NOMENCLATURE	DESCRIPTION
1	-	2	L37TSS9PW1 N	ALL BAND CONSOLETTTE
1	a	2	CA01598	ADD: AC LINE CORD US
1	b	2	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
1	c	2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
1	d	2	G361	ENH: P25 TRUNKING SOFTWARE APX
1	e	2	G51	ENH: SMARTZONE OPERATION APX
1	f	2	G996	ENH: OVER THE AIR PROVISIONING
1	g	2	GA00318	ADD: 5Y ESSENTIAL SERVICE
1	h	2	GA00580	ADD: TDMA OPERATION APX
1	i	2	GA05508	DEL: DELETE VHF BAND
1	j	2	GA05509	DEL: DELETE UHF BAND
1	k	2	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
2	-	1	DSHC113T108F	HC113T1-08F, 806-869 MHZ 8 CH HYBRID CNTRL STATION COMBINER



## Section 4. Pricing

### Equipment Pricing

Equipment	Pricing
Equipment Cost Before Discount	\$30,163
Equipment Discount	\$ 7,306
Equipment Cost After Discount	\$22,857
9.25% Sales Tax on Equipment	\$ 2,114
<b>TOTAL EQUIPMENT COST</b>	<b>\$24,971</b>



## Section 5. Our Commitment

Motorola products are growing and changing, as they have over the years, and Motorola's drive for excellence has strengthened and intensified. From the five-pound Handie-Talkie™ radio to the lightweight models of today, Motorola has been the leading provider of two-way radio services to public safety, government, transportation, utility, and manufacturing enterprises. Motorola changed the way the world communicates, from the introduction of the DynaTAC cell phone in 1983 to today's sleek handsets and innovative technology for mobile telephone service. It is also a key supplier of integrated systems for automobiles, portable electronic devices, and industrial equipment.

Throughout its history, Motorola has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

Upon request, your Motorola account executive can provide a proposal tailored to meet your total solution needs.





## ***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 8.**

#### **AGENDA STATEMENT FINANCE COMMITTEE MEETING DATE: April 23, 2021**

**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 current value of the contract, \$1,820,000.00, had been increased through amendments, attachment "B". Costa County Department of Information Technology has requested the value of the contract be increased to \$2,290,000.00 and extended to June 30, 2023, attachment "A". The increase in the value of the contract over the two years will be \$470,000.00. The amendment to the contract will allow them to perform work for EBRCSA

until the contract expires or is amended again in June 2023. 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 \$1,820,000.00. Costa County Department of Information Technology has requested the value of the contract be increased to \$2,290,000.00 and extended to June 30, 2023, see attachment “A”. The increase in the value of the contract over the two years will be \$470,000.00. The approved FY 2021/2022 EBRCSA Budget has included \$265,000.00 for the Contra Costa County Department of Information Technology’s services.

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 \$1,820,000.00 to \$2,290,000.00, an increase of \$470,000.00, through June 30, 2023.

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

**Attachments:**

Attachment “A” - Fiscal Year 2021 – 2023 Contract Modification

Attachment “B” - Current Contract with Contra Costa County Department of Information Technology

**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 30, 2021.

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, 2021 to a new termination date of June 30, 2023, unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ 470,000, from \$ 1,820,000 to a new total Contract Payment Limit of \$ 2,290,000.

**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>  By: _____ Chair/Designee	<b>ATTEST: Clerk of the Board of Supervisors</b>  By: _____ Deputy
--	---

**CONTRACTOR**

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

**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.]

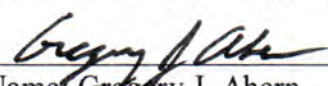
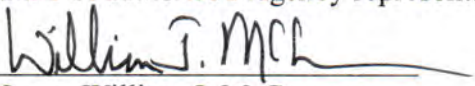
10. **Signatures**. These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS By: <u></u> Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By: _____ Deputy
---	--

**AGENCY**

East Bay Regional Communications System Authority

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



ACKNOWLEDGMENT/APPROVALS  
(Purchase of Services - Long Form)

Number

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

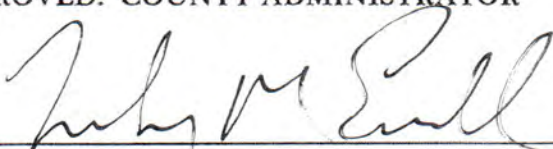
FORM APPROVED  
COUNTY COUNSEL

By:   
Designee

By:   
Deputy County Counsel  
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By:

A handwritten signature in cursive script, appearing to read "Ruby M. Ewell", is written over a horizontal line.

Designee



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.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
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,

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
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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Contractor

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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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Contractor

\_\_\_\_\_  
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:

\_\_\_\_\_  
EBRCSA

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County



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

8. Disputes. Disagreements between EBRCSA y 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:

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EBRCSA

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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 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.

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 EBRCSA's Executive Director. If any material is subject to copyright, EBRCSA reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, 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.

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 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:

\_\_\_\_\_  
EBRCSA

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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
<b>A</b>	<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</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
<b>C</b>	<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
<b>D</b>	<b><u>Endorsements and Conditions:</u></b> <ol style="list-style-type: none"> <li><b>1. 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>2. 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>3. 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>4. 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>5. 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>6. 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>7. 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>8. 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 required 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>	



CONTRACT AMENDMENT AGREEMENT # 1  
(Purchase of Services – Long Form)

Number:  
Fund/Org:  
Account:  
Other:

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

Number:

Effective Date: December 4, 2012

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 Contractor mutually agree and promise as follows:

Contractor: East Bay Regional Communications System Authority

Capacity: A California joint powers authority

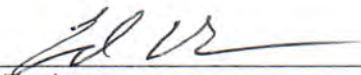
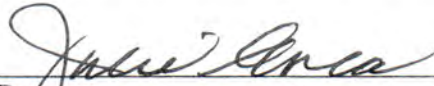
Address: 4985 Broder Blvd. Dublin, CA 94568

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is March 10, 2015.

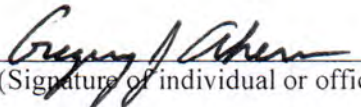
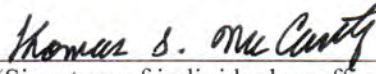
4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By:  Chair/Designee	By:  Deputy <u>C. 33 3/10/15</u>

**CONTRACTOR**

Signature A Name of business entity: East Bay Regional Communications System Authority	Signature B Name of business entity: East Bay Regional Communications System Authority
By:  (Signature of individual or officer)	By:  (Signature of individual or officer)
<u>Gregory J. Ahern, BOARD CHAIR</u> (Print name and title A, if applicable)	<u>THOMAS G. MCCARTHY, EXECUTIVE DIRECTOR</u> (Print name and title B, if applicable)

Note to Contractor: For corporations (profit or not-for-profit) 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.

A

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

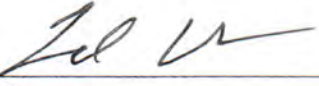


Place Seal Above

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

APPROVALS


RECOMMENDED BY DEPARTMENT

By:   
Designee

FORM APPROVED BY COUNTY COUNSEL

By:   
Deputy County Counsel  
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By:   
Designee

### AMENDMENT SPECIFICATIONS

County and Agency agree to amend the Contract identified herein as set forth below, while the remainder of the Contract is unchanged and in full force and effect.

Section 4 (Payment Limit) of the Contract is hereby amended by increasing the payment limit by \$250,000, from \$400,000 to a new payment limit of \$650,000.00

Initials:

  
Contractor

  
County Dept.



**CONTRACT AMENDMENT/EXTENSION #2**  
**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, installations, 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 December 1, 2015.

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 December 3, 2015 to a new termination date of June 30, 2017, unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ 250,000.00, from \$ 650,000.00 to a new total Contract Payment Limit of \$ 900,000.00.

**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**

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: <u><i>James Ahern</i></u> Deputy <u><i>E.34 12/15/15</i></u>

**CONTRACTOR**

Signature A Name of business entity: East Bay Regional Communications System Authority	Signature B Name of business entity: East Bay Regional Communications System Authority
By: <u><i>Gregory J. Ahern</i></u> (Signature of individual or officer)	By: _____ (Signature of individual or officer)
<u><i>Gregory J. Ahern, Chair EBRCA</i></u> (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

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 Alameda

On January 15, 2016 before me, Caroline P. Soto, Notary Public  
(insert name and title of the officer)

personally appeared Gregory J. Ahern,  
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.

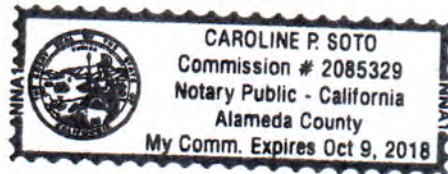
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Caroline P. Soto

(Seal)



ACKNOWLEDGMENT/APPROVALS  
(Purchase of Services - Long Form)

Number:

ACKNOWLEDGMENT

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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

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

FORM APPROVED BY COUNTY COUNSEL

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

APPROVED: COUNTY ADMINISTRATOR

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

AMENDMENT SPECIFICATIONS

County and Agency agree to amend the Contract identified herein as set forth below, while the remainder of the Contract is unchanged and in full force and effect.

Section 4 (Payment Limit) of the Contract is hereby amended by increasing the payment limit by \$250,000, from \$650,000 to a new payment limit of \$900,000.00

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

  
Contractor

County Dept.



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

Number: *amendment #3*  
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, 2017.

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, 2017 to a new termination date of June 30, 2019, unless sooner terminated as provided in said contract.

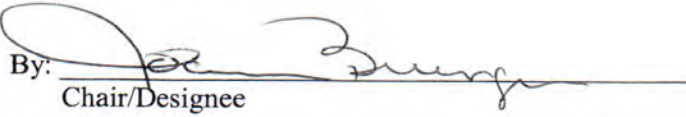
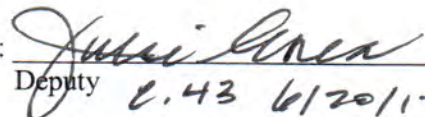
6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ 460,000.00, from \$ 900,000.00 to a new total Contract Payment Limit of \$ 1,360,000.00.

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

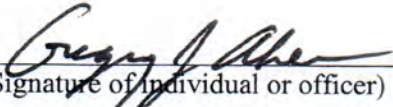
Number:  
Fund/Org:  
Account:  
Other:

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By:  Chair/Designee	By:  Deputy <i>C.43 6/20/17</i>

**CONTRACTOR**

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

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(Purchase of Services - Long Form)

Number:

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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

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

FORM APPROVED BY COUNTY COUNSEL

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

Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

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




**AMENDMENT SPECIFICATIONS**

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Initials:

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